

**IN THE UNITED STATES BANKRUPTCY COURT FOR  
THE MIDDLE DISTRICT OF TENNESSEE**

**In Re:**

**RONALD D. RUNYEON and  
LINDA SUE SIMMONS,**

**Debtors,**

**RONALD D. RUNYEON and  
LINDA SUE SIMMONS**

**Plaintiffs,**

**Vs.**

**MR. COOPER GROUP, INC.,**

**Defendant.**

**Case No. 3:10-BK-12006  
Chapter 11  
Judge Mashburn**

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**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: DECEMBER 3, 2018  
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: JANUARY 9, 2019**

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**NOTICE OF COMPLAINT FOR CONTEMPT AGAINST MR. COOPER GROUP, INC.,  
FOR A VIOLATION OF THE DISCHARGE INJUNCTION OF 11 USC §524**

Ronald D. Runyeon and Linda Sue Simmons (the "Debtors") have asked the court for the following relief: enforcement of the discharge or sanctions against Defendant, who willfully failed to abide by the terms of Debtors' Chapter 11 Plan of Reorganization.

**YOUR RIGHTS MAY BE AFFECTED.** If you do not want the court to grant the attached motion by entering the attached order, or if you want the court to consider your views on the motion, then on or before the response date stated above, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: The Bankruptcy Court for The Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <https://ecf.tnmb.uscourts.gov>.

If you need assistance with Electronic Filing, you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1<sup>st</sup> Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing, and the motion to which you are responding.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <https://ecf.tnmb.uscourts.gov>.

If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter the attached order granting that relief.

Date: November 12, 2018

/s/ Amy L. Wood  
Amy L. Wood  
SoBro Law Group, PLLC.  
513 3<sup>rd</sup> Avenue South  
Nashville, Tennessee 37210  
Telephone: (615)988.9911  
Facsimile: (615)988.9922  
[awood@sobrolaw.com](mailto:awood@sobrolaw.com)  
*Attorney for Debtors*

**IN THE UNITED STATES BANKRUPTCY COURT FOR  
THE MIDDLE DISTRICT OF TENNESSEE**

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<b>In Re:</b>	)	
	)	
<b>RONALD D. RUNYEON and</b>	)	<b>Case No. 3:10-BK-12006</b>
<b>LINDA SUE SIMMONS,</b>	)	<b>Chapter 11</b>
	)	<b>Judge Mashburn</b>
<b>Debtors,</b>	)	
	)	
<b>RONALD D. RUNYEON and</b>	)	
<b>LINDA SUE SIMMONS</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>Vs.</b>	)	
	)	
<b>MR. COOPER GROUP, INC.,</b>	)	
	)	
<b>Defendant.</b>	)	

**COMPLAINT FOR CONTEMPT AGAINST MR. COOPER GROUP, INC., FOR A  
VIOLATION OF THE DISCHARGE INJUNCTION OF 11 USC §524**

COME the Debtors, through counsel, SoBro Law Group, PLLC, pursuant to 11 U.S.C. §350, §524, and Fed. R. Bankr. P. 9013, 9014, and 9020 and state the following:

1. This is an action pursuant to Sections 524(a)(2) and 105(a) of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., (the "Code"), and under the court's inherent authority to secure permanent injunctive relief and other equitable relief, including restitution, disgorgement, attorney's fees incurred, and Fifteen Thousand and 00/100 Dollars (\$15,000.00) in punitive damages, against the Defendant for failing to maintain procedures ensuring compliance with bankruptcy discharge injunctions.

**JURISDICTION**

2. This Court has jurisdiction over this matter in accordance with 28 U.S.C. § 1334

## PARTIES

3. Debtors/Plaintiffs are citizens of and domiciled in Davidson County, Tennessee
4. Defendant, upon information and belief, is a Texas corporation with its principal place of business in Dallas, Texas. Prior to August 2017, Defendant, Mr. Cooper Group, Inc. ("Mr. Cooper") conducted business under the name "Nationstar Mortgage Holdings, Inc." or "Nationstar."

## FACTS

5. On November 4, 2010, Ronald D. Runyeon and Linda Sue Simmons ("Plaintiffs") filed a petition under Chapter 11 of the United States Bankruptcy Code before the United States Bankruptcy Court for the Middle District of Tennessee Nashville Division, which was assigned Case No. 310-12006.
6. The Plaintiffs' Second Amended Plan of Reorganization was CONFIRMED and entered on November 2, 2011. ("Confirmation Order")
7. The Plaintiffs' Plan Payment Schedule ("Plan") per the Confirmation Order became a Final Order after fourteen (14) days, or November 16, 2011. The Effective Date of the Plan was March 15, 2012.
8. Section 2.6 of the Confirmation Order reads as follows, "Class 6 shall consist of the Allowed Secured Claim of Cenlar Central Loan Administration, now Ocwen Loan Servicing, LLC, ("Ocwen") in the approximate amount of \$320,743.28 as of the Petition Date secured by a first priority lien on residential rental property located at 4508 Park Avenue, Nashville, Tennessee." ("Class 6 Collateral")
9. The Confirmation Order allowed \$255,000.00 to be modified so that it is amortized and payable over 360 months with fixed interest of five percent (5%) per annum.

10. From April 2012 through May 2013 Plaintiffs tendered fourteen (14) payments to Ocwen in the amount of One Thousand Nine Hundred Forty and 95/100 Dollars (\$1,940.95) per month for a total of Twenty-Seven Thousand One Hundred Seventy-Three and 30/100 Dollars (\$27,173.30).

11. In May 2013, Ocwen transferred the loan to Nationstar.

12. From June 2013 through February 2016 Plaintiffs tendered thirty-three (33) payments to Nationstar via check in the amount of One Thousand Nine Hundred Forty and 95/100 Dollars (\$1,940.95) per month for a total of Sixty-Four Thousand Fifty-One and 35/100 Dollars (\$64,051.35).

13. From March 2016 through July 2016 Plaintiffs tendered five (5) payments to Nationstar via online payment from Fifth Third Bank in the amount of One Thousand Nine Hundred Forty and 95/100 Dollars (\$1,940.95) per month for a total of Nine Thousand Seven Hundred Four and 75/100 Dollars (\$9,704.75).

14. The payment made in July 2016 for August 2016 was refused by Nationstar. Nationstar has alleged the payment had not been made in accordance with their requirements for online payments, however, no communication was made to Plaintiffs regarding this error at the time it occurred.

15. From August 2016 through December 2016 no payments were made due to the issues with the online payment method resulting in the Plaintiffs missing five (5) payments totaling Nine Thousand Seven Hundred Four and 75/100 (\$9,704.75).

16. In January 2017, Plaintiffs made an online payment in the amount of Nine Thousand Seven Hundred Four and 75/100 (\$9,704.75) for the five (5) missed payments from

August through December 2016. This payment cleared the Plaintiffs' bank account on January 18, 2017.

17. Since the account was brought current in January 2017, twenty-three (23) payments have been made online for the months of February 2017 through November 2018, totaling Forty-Four Thousand Six Hundred Forty-One and 90/100 Dollars (\$44,641.85).

18. In total, Plaintiffs have made eighty (80) payments under the Confirmation Order for a total amount of One Hundred Fifty-Five Thousand Two Hundred Seventy-Six and 00/100 Dollars (\$155,276.00).

19. In August 2017, Nationstar changed its name to Mr. Cooper.

20. Plaintiffs received a statement dated May 21, 2018, that showed the balances as follows: \$226,052.63 principal balance; \$823.56 escrow balance; \$2,452.14 regular monthly payment, and a past due payment amount of \$8,619.00. The total payment amount of \$2,452.14 is broken down as follows: \$426.11 principal, \$941.89 interest, and \$1,084.14 escrow (attached hereto as **Exhibit "A"**).

21. Plaintiffs received a statement dated June 19, 2018, that showed the balances as follows: \$225,626.52 principal balance, reflecting a decrease of \$426.11 from the previous month; \$1,907.70 escrow balance, reflecting an increase of \$1,084.14 from the previous month; \$2,055.62 regular monthly payment, reflecting a decrease of \$396.52 from the previous month; and a past due payment amount of \$8,222.48, reflecting a decrease of \$396.52 from the previous month. The total payment amount of \$2,055.62 was broken down as follows: \$427.89 principal, an increase of \$1.78 per month; \$940.11 interest, a decrease of \$1.78 per month; and \$687.62 escrow, for a decrease of \$396.52 (attached hereto as **Exhibit "B"**).

22. After receiving this statement, Plaintiffs sent a letter dated June 29, 2018,

requesting the account be corrected (attached hereto as **Exhibit "C"**).

23. Plaintiffs received a letter from Mr. Cooper dated July 9, 2018, indicating that the matter was under review and a formal response would be issued on or before August 17, 2018 (attached hereto as **Exhibit "D"**). No response was received as advised in this letter.

24. Plaintiffs received a statement dated July 18, 2018, that showed the balances as follows: \$225,198.63 principal balance, a decrease of \$427.89 from the previous month; \$2,595.32 escrow balance, an increase of \$687.62 from the previous month; \$2,055.62 regular monthly payment, no change from previous month; and a past due payment amount of \$8,222.48, no change from previous month. The total payment amount of \$2,055.62 was broken down as follows: \$429.07 principal, an increase of \$1.18 from the previous month; \$938.33 interest, a decrease of \$1.78 from the previous month; and \$687.62 escrow, no change from previous month (attached hereto as **Exhibit "E"**).

25. Plaintiffs sent another letter dated August 13, 2018, outlining the issues and requesting that the account be corrected (attached hereto as **Exhibit "F"**)

26. Plaintiffs received another letter from Mr. Cooper dated August 20, 2018, indicating that the matter was under review and a formal response would be issued on or before October 01, 2018 (attached hereto as **Exhibit "G"**). No response was received as advised in this letter.

27. Plaintiffs received a statement dated August 20, 2018, that showed the balances as follows: \$224,768.96 principal balance, a decrease of \$429.67 from the previous month; \$3,282.94 escrow balance, an increase of \$687.62 from the previous month; \$2,055.62 regular monthly payment, no change from previous month, and a past due payment amount of \$8,222.48, no change from previous month. The total payment amount of \$2,055.62 was broken

down as follows: \$431.46 principal, an increase of \$2.29 from the previous month; \$936.54 interest, a decrease of \$1.79 from the previous month; and \$687.62 escrow, no change from previous month (attached hereto as **Exhibit "H"**).

28. Plaintiffs have made numerous attempts to correct the account with Mr. Cooper, however, Mr. Cooper's statements continue to reflect four (4) missing payments, a large outstanding balance, and inconsistencies in the amounts due.

29. Mr. Cooper has changed the monthly payment in violation of the Plan, first from \$1,940.95 to \$2,452.14 and then from \$2,452.14 to \$2,055.62.

30. Mr. Cooper has refused to apply Plaintiffs payments correctly in violation of the Plan as evidenced by the statements indicating an outstanding balance even though all payments have been made and accepted.

31. Mr. Cooper has refused to grant the Plaintiffs access to their online account, which is preventing them from monitoring their account and forcing them to rely on the statements provided by Mr. Cooper.

## **CLAIMS**

### **I. Violation of Court Order**

#### **A. Mr. Cooper violated 11 U.S.C.A. § 1141(a).**

32. Once a Chapter 11 plan is confirmed, it is binding not only upon the debtor, but upon all claimants dealt with under plan. *In re Turner*, 221 B.R. 920 (1998). Bankr. Code, 11 U.S.C.A. § 1141(a).

33. Section 1141(a) provides: "Except as provided in subsection (d)(2) and (d)(3) of this section, the provisions of a confirmed plan bind the debtor, any entity issuing securities



under the plan, any entity acquiring property under the plan, and any creditor, equity security holder, or general partner in the debtor, whether or not the claim or interest of such creditor, equity security holder, or general partner has accepted the plan. 11 U.S.C. §1141(a)(2010)

34. When Ocwen transferred Plaintiffs' debt to Mr. Cooper, Mr. Cooper became bound by the Confirmation Order in accordance with Section 1141(d)(1)(A)(iii).

35. Mr. Cooper has failed to abide by the Confirmation Order. Plaintiffs have provided Mr. Cooper with several certified copies of the Confirmation Order and the Plan Payment Schedule.

36. Mr. Cooper is in violation of Section 1141(a) by failing to acknowledge and abide by the terms of the Plan Payment Schedule and the Confirmation Order entered by this Court.

37. Section 105(a) of the Bankruptcy Code provides that "the court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title" 11 U.S.C. §105(a). Relief under Section 105 of the Bankruptcy Code is particularly appropriate in a Chapter 11 case when necessary to protect a debtor's ability to effectively confirm a plan and to preserve the property of a debtor's estate.

38. Mr. Cooper's willful violations of the Confirmation Order and Plan Payment Schedule have affected Plaintiffs ability to properly conduct their business and manage their properties.

39. Mr. Cooper has violated the Confirmation Order by failing to correctly apply payments as required by the Confirmation Plan.

40. Plaintiffs are entitled to relief for Mr. Cooper's violation of the Confirmation Order because Mr. Cooper knowingly and willfully violated the plan.

**B. Mr. Cooper Violated 11 U.S.C. §524**

41. Because the violations under 11 U.S.C. §105(a) and 11 U.S.C. § 524 are willful, the Plaintiffs seek sanctions for Mr. Cooper's violation of the Court's Order and the §524 discharge provision.

42. Plaintiffs are permitted to sue pursuant to §105 for violations of the Court's orders and the §524(i) Discharge Provision.

43. §524(a) of the Bankruptcy Code provides that a discharge acts as an injunction against acts of a creditor as defined in 11 U.S.C.A. §524(a)(1-3). See *Hardy v. United States, Internal Revenue Service (In re Hardy)*, 97 F.3d 1384, 1388-89. (inherent contempt power of Court may be used to award damages based on injunction violation).

44. §524(a) deems misapplication of plan payments a violation of the discharge injunction. §524(i) states:

“the willful failure of a creditor to credit payments received under a plan confirmed under this title, unless the order confirming the plan is revoked, the plan is in default, or the creditor has not received payments required to be made under the plan in the manner required by the plan (including the amounts required under the plan), shall constitute a violation of an injunction under subsection (a)(2) if the act of the creditor to collect and failure to credit payments in the manner required by the plan caused material injury to the debtor”.

45. Plaintiffs have timely tendered payments to Mr. Cooper as required by the Confirmation Order and Plan Payment Schedule.

46. Mr. Cooper has failed to properly credit payments made under the plan, which

constitutes a violation of an injunction under §524(a)(2).

47. To be held in civil contempt for violating order of bankruptcy court, the offending party must have knowingly and willfully violated a definite and specific order of court.

48. Mr. Cooper has willfully violated the Confirmation Order by refusing to apply Plaintiffs payments correctly as required by the Plan Payment Schedule despite Plaintiff providing Mr. Cooper with several certified copies of the Confirmation Order, Plan Payment Schedule, and proof that there are no outstanding payments.

49. In bringing this action for violation of the discharge injunction, Plaintiffs have incurred attorney's fees and costs.

50. Plaintiffs are entitled to entry of a temporary and/or permanent injunction under 11 U.S.C. § 105 prohibiting Mr. Cooper from collecting debt not in accord with the Confirmation Order.

51. Pursuant to their authority to enter any necessary or appropriate orders, bankruptcy courts may award punitive sanctions for violations of their orders. Bankr. Code 11 U.S.C.A. §105(a)

## **II. Violation of Fair Debt Collection Practices Act, 15 USC § 1692f(1)**

52. Among other things, the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692(f)(i), precludes a debt collector from collecting any amount, including a collection fee or interest, unless collection of that amount is expressly authorized by the agreement creating the debt or by law.

53. Mr. Cooper violated 15 USC § 1692f(1) by attempting the collection of amounts not expressly authorized by the agreement creating the debt or permitted by law.

54. Mr. Cooper violated 15 USC § 1692f(1) by attempting to collect payments that

have already been made due to their failure to correctly apply payments.

55. Mr. Cooper violated 15 USC § 1692f(1) by attempting to collect payments that do not conform with the Confirmation Order and the Planned Payment Plan.

Respectfully submitted,

BY: /s/ Amy L. Wood  
Amy L. Wood (BPR # 21765)  
SoBro Law Group, PLLC  
513 3<sup>rd</sup> Avenue South  
Nashville, TN 37210  
(615) 988-9911  
Facsimile: (615) 988-9922  
Email: awood@sobrolaw.com

*Attorney for Debtors/Plaintiffs*

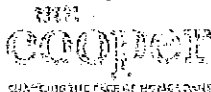
**CERTIFICATE OF SERVICE**

On November 12, 2018, a true and correct copy of the foregoing document was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served via regular U.S. mail. Parties may access this filing through the Court's electronic filing system.

/s/ Amy L. Wood

Amy L. Wood

# Exhibit "A"



8950 Cypress Waters Blvd.  
Coppell, TX 75019

## INFORMATIONAL STATEMENT

### CONTACT INFORMATION

Customer Service: 877-343-5502  
Monday - Friday 8 a.m. - 5 p.m. CT

[www.mrcooper.com](http://www.mrcooper.com)

Your Dedicated Loan Specialist is Charlotte Kelly and can be reached at (866) 316-2432 Ext. 8160266 or via mail at:  
8950 Cypress Waters Blvd., Coppell, TX 75019

Statement Date: 05/21/2018  
Loan Number: 608113569  
Payment Due Date: 06/01/2018  
Total Payment Amount: \$11,071.14

Property Address:  
4508 PARK AVE  
NASHVILLE, TN 37209

Our records show that you are a debtor in bankruptcy. We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt. If you want to stop receiving these statements, please contact us in writing at the address on the following page.

796025.2-NNNN-30081255.4827

RONALD D RUNYEON  
PO BOX 20617  
NASHVILLE, TN 37209

### Account Information

Interest Bearing Principal Balance \$226,052.63  
Interest Rate 5.000%  
Escrow Balance \$823.56

The Principal Balance does not represent the payoff amount of the account and is not to be used for payoff payment.

### Explanation of Total Payable Amount

Principal	\$426.11
Interest	\$941.89
Escrow Amount (for Taxes and Insurance)	\$1,084.14
Regular Monthly Payment	\$2,452.14
Total Fees and Charges	\$0.00
Past Unpaid amount	\$8,619.00
Partial Payment (Unapplied)	\$0.00
<b>Total Payment Amount</b>	<b>\$11,071.14</b>

### Past Payments Breakdown

	Payments Rec'd Since 05/19/2018	Paid Year to Date
Principal	\$0.00	\$1,261.77
Interest	\$0.00	\$2,836.23
Escrow (Taxes & Insurance)	\$0.00	\$3,252.42
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$7,350.42</b>

### Transaction Activity (05/19/2018 to 05/21/2018)

Date	Description	Total	Principal	Interest	Escrow	Other
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### Important Messages

(See Reverse side for Additional Critical Notices)

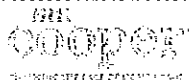
If you no longer wish to receive a monthly statement, please send a written request to the following address:  
PO Box 613287 Dallas, TX 75261

If you later choose to resume delivery of a monthly statement, you must do so in writing to the same address. Please be aware that we cannot resume delivery of monthly statements if such delivery was halted by an order of the Bankruptcy Court.

Please call Mr. Cooper to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.

8- DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.



[www.mrcooper.com](http://www.mrcooper.com)

☐ PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF COUPON

RONALD D RUNYEON

MR. COOPER  
PO BOX 619094  
DALLAS, TX 75261-9741

ACCOUNT NUMBER  
608113569

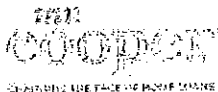
TOTAL PAYABLE AMOUNT  
06/01/2018 \$11,071.14

WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO MR. COOPER

ADDITIONAL ESCROW \$  
\*\*ADDITIONAL PRINCIPAL \$

TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH

\*All amounts must be paid in full before additional or principal can be made.



8950 Cypress Waters Blvd.  
Coppell, TX 75019

OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

RONALD D RUNYEON  
PO BOX 90617  
NASHVILLE, TN 37209

05/21/2018

LOAN INFO  
LOAN NUMBER: 608113569  
PROPERTY ADDRESS:  
4508 PARK AVE  
NASHVILLE, TN 37209



796025-2-NNNN-75137945-4827-3\*

Dear Ronald Runyeon:

At Mr. Cooper, we're committed to helping homeowners find solutions in times of difficulties.

Our records indicate that you are a debtor in bankruptcy and we are sending you this letter for informational and compliance purposes only. It is not an attempt to collect a debt against you.

**Recent Account History:**

Payment due 12/01/2017: Fully paid on 03/01/2018  
Payment due 01/01/2018: Fully paid on 05/01/2018  
Payment due 02/01/2018: Unpaid balance of \$2,452.14

Payment due 03/01/2018: Unpaid balance of \$2,055.62  
Payment due 04/01/2018: Unpaid balance of \$2,055.62  
Payment due 05/01/2018: Unpaid balance of \$2,055.62

**Current payment due 06/01/2018: \$2,452.14**

**As of 05/21/2018, the total payable amount is \$11,071.14 to bring the loan current.**

If you wish to voluntarily pay the amount due, please call us to request the full amount due, as the amount stated above may not include recent interest or other charges and credits.

The loan recently transferred to Mr. Cooper. If the payment history above is less than 6 months, please review the prior monthly statements or contact your prior servicer for information regarding the 6-month payment history.

We are here to help. You do have options in addition to the options available in the current bankruptcy proceeding. Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of the current loan.
- If you simply can't pay the mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off the current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. To locate a HUD-approved housing counselor who can help you explore possible solutions:

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287

Mr. Cooper is a proud member of the HOPE NOW Alliance. For information about resources that might be able to help you find a solution to your hardship:

- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

If you have any questions, please contact our Customer Service Department at 877-343-5602 or via mail at the address listed above. Our hours of operation are Monday through Friday from 8 a.m. to 5 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,

The Loss Mitigation Department at Mr. Cooper

\*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

Mr. Cooper is simply a new brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a service mark of Nationstar Mortgage LLC. All rights reserved.

Please be advised this communication is sent for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U.S. Bankruptcy Code. If this account has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt against you; however, the servicer/lender reserves the right to exercise the legal rights only against the property securing the loan obligation, including the right to foreclose its lien under appropriate circumstances. Nothing in this communication shall be construed as an attempt to collect against the borrower personally or an attempt to revive personal liability.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.





796025-2-NNNN-75137945-4827-2

### **LEGAL RIGHTS AND PROTECTIONS UNDER THE SCRA**

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USCA Section 3901) (SCRA).

#### ***Who May Be Entitled to Legal Protections Under the SCRA?***

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty.
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds.
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

#### ***What Legal Protections Are Servicemembers Entitled To Under the SCRA?***

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6% during the period of military service and 90 days thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within 90 days after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

#### ***How Does A Servicemember or Dependent Request Relief Under the SCRA?***

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.  
Mr. Cooper, Attn: Military Families, PO Box 819098, Dallas, TX 75261-9741
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

#### ***How Does a Servicemember or Dependent Obtain Information About the SCRA?***

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>.
- "Military OneSource" is the U. S. Department of Defense's information resource.
- If you are listed as entitled to legal protections under the SCRA (see above), please go to [www.militaryonesource.mil/legal](http://www.militaryonesource.mil/legal) or call 1-800-342-9647 (toll free from the United States) to find out more information. Diding instructions for areas outside the United States are provided on the website.

If this account is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt. Please note, however Mr. Cooper reserves the right to exercise the legal rights only against the property securing the original obligation.



# Exhibit "B"

**MR. cooper**  
CHANGING THE FACE OF HOME LOANS

8950 Cypress Waters Blvd.  
Coppell, TX 75019



809820.2-NNNN-30090896.4005  
RONALD D RUNYEON  
PO BOX 90617  
NASHVILLE, TN 37209

## INFORMATIONAL STATEMENT

### CONTACT INFORMATION

Customer Service: 877-343-5602  
Monday - Friday, 8 a.m. - 5 p.m. CT  
[www.mrcooper.com](http://www.mrcooper.com)

Your Dedicated Loan Specialist is Charlotte Kelly and can be reached at (866)-316-2432 or via mail at:  
8950 Cypress Waters Blvd., Coppell, TX 75019

Statement Date: 06/19/2018  
Loan Number: 608113569  
Payment Due Date: 07/01/2018  
Total Payment Amount: \$10,278.10

Property Address:  
4508 PARK AVE  
NASHVILLE, TN 37209

Our records show that you are a debtor in bankruptcy. We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you. If you want to stop receiving these statements, please contact us in writing at the address on the following page.

### Account Information

Interest Bearing Principal Balance \$225,626.52  
Interest Rate 5.000%  
Escrow Balance \$1,907.70

The Principal Balance does not represent the payoff amount of the account and is not to be used for payoff purposes.

### Explanation of Total Payable Amount

Principal \$427.89  
Interest \$940.11  
Escrow Amount (for Taxes and Insurance) \$687.62  
Regular Monthly Payment \$2,055.62  
Total Fees and Charges \$0.00  
Past Unpaid amount \$8,222.48  
Partial Payment (Unapplied) \$0.00  
Total Payment Amount \$10,278.10

### Past Payments Breakdown

	Payments Rec'd Since 05/22/2018	Paid Year to Date
Principal	\$426.11	\$1,693.88
Interest	\$941.89	\$3,778.12
Escrow (Taxes & Insurance)	\$1,084.14	\$4,336.56
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
<b>Total</b>	<b>\$2,452.14</b>	<b>\$9,808.56</b>

### Transaction Activity (05/22/2018 to 06/19/2018)

Date	Description	Total	Principal	Interest	Escrow	Other
06/01/2018	Payment	\$2,452.14	\$426.11	\$941.89	\$1,084.14	
06/01/2018	Adjustment-Misc Suspense	-\$2,452.14				-\$2,452.14
06/01/2018	Partial Payment	\$2,452.14				\$2,452.14
06/01/2018	Adjustment-Misc Suspense	-\$2,452.14				-\$2,452.14

### Important Messages

### (See Reverse side for Additional Critical Notices)

If you no longer wish to receive a monthly statement, please send a written request to the following address:  
PO Box 613287 Dallas, TX 75261

If you later choose to resume delivery of a monthly statement, you must do so in writing to the same address. Please be aware that we cannot resume delivery of monthly statements if such delivery was halted by an order of the Bankruptcy Court.

Please call Mr. Cooper to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.

DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.

**MR. cooper**  
CHANGING THE FACE OF HOME LOANS

[www.mrcooper.com](http://www.mrcooper.com)

☐ PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF COUPON

RONALD D RUNYEON

MR. COOPER  
PO BOX 619094  
DALLAS, TX 75261-9741



### VOLUNTARY PAYMENT COUPON

ACCOUNT NUMBER  
608113569

TOTAL PAYABLE AMOUNT  
07/01/2018 \$10,278.10

WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO MR. COOPER

ADDITIONAL ESCROW \$  
\*\*ADDITIONAL PRINCIPAL \$

TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH

\*\*All amounts must be paid in full before additional principal can be made.



8950 Cypress Waters Blvd.  
Coppell, TX 75019

RONALD D RUNYERON  
PO BOX 90617  
NASHVILLE, TN 37209

## INFORMATIONAL STATEMENT

### CONTACT INFORMATION

Customer Service: 877-343-5602  
Monday - Friday: 8 a.m. - 5 p.m. CT

[www.mrcooper.com](http://www.mrcooper.com)

Your Dedicated Loan Specialist is Charlotte Kelly and can be  
reached at (866)-316-2432 or via mail at:  
8950 Cypress Waters Blvd., Coppell, TX 75019

Statement Date:	06/19/2018
Loan Number:	608113569
Payment Due Date:	07/01/2018
<b>Total Payment Amount:</b>	<b>\$10,278.10</b>

Property Address:  
4508 PARK AVE  
NASHVILLE, TN 37209



809820.2-NNNN-78492855-4005.2

### Transaction Activity (05/22/2018 to 06/19/2018) continued from Page 1

Date	Description	Total	Principal	Interest	Escrow	Other
05/31/2018	Partial Payment	\$1,940.95				\$1,940.95



8950 Cypress Waters Blvd.  
Coppell, TX 75019

OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

RONALD D RUNYEON  
PO BOX 90617  
NASHVILLE, TN 37209

06/19/2018

LOAN INFO  
LOAN NUMBER: 608113569  
PROPERTY ADDRESS:  
4508 PARK AVE  
NASHVILLE, TN 37209

Dear Ronald Runyeon:

At Mr. Cooper, we're committed to helping homeowners find solutions in times of difficulties.

Our records indicate that you are a debtor in bankruptcy and we are sending you this letter for informational and compliance purposes only. It is not an attempt to collect a debt against you.

**Recent Account History:**

Payment due 01/01/2018: Fully paid on 05/01/2018

Payment due 02/01/2018: Fully paid on 06/01/2018

Payment due 03/01/2018: Unpaid balance of \$2,055.62

Payment due 04/01/2018: Unpaid balance of \$2,055.62

Payment due 05/01/2018: Unpaid balance of \$2,055.62

Payment due 06/01/2018: Unpaid balance of \$2,055.62

**Current payment due 07/01/2018: \$2,055.62**

As of 06/19/2018, the total payable amount is \$10,278.10 to bring the loan current.

If you wish to voluntarily pay the amount due, please call us to request the full amount due, as the amount stated above may not include recent interest or other charges and credits.

The loan recently transferred to Mr. Cooper. If the payment history above is less than 6 months, please review the prior monthly statements or contact your prior servicer for information regarding the 6-month payment history.

We are here to help. You do have options in addition to the options available in the current bankruptcy proceeding. \*Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of the current loan.
- If you simply can't pay the mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off the current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. To locate a HUD-approved housing counselor who can help you explore possible solutions:

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287

Mr. Cooper is a proud member of the HOPE NOW Alliance. For information about resources that might be able to help you find a solution to your hardship:

- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

If you have any questions, please contact our Customer Service Department at 877-343-5602 or via mail at the address listed above. Our hours of operation are Monday through Friday from 8 a.m. to 5 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,

The Loss Mitigation Department at Mr. Cooper

\*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

Mr. Cooper is simply a new brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a service mark of Nationstar Mortgage LLC. All rights reserved.

Please be advised this communication is sent for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U.S. Bankruptcy Code. If this account has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt against you; however, the servicer/lender reserves the right to exercise the legal rights only against the property securing the loan obligation, including the right to foreclose its lien under appropriate circumstances. Nothing in this communication shall be construed as an attempt to collect against the borrower personally or an attempt to revive personal liability.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and does not constitute an attempt to collect a debt from you personally.





Exhibit "C"

June 29, 2018

*Via U.S. Mail Certified – Return Receipt Requested*

Mr. Cooper  
Attn: Charlotte Kelly  
8950 Cypress Waters Boulevard  
Coppell, Texas 75019

Mr. Cooper  
Attn: Customer Relations  
P.O. Box 619098  
Dallas, Texas 75261

**Re: Ronald D. Runyeon and Linda Sue Simmons**  
**Bankruptcy Case Number 3:10-BK-12006**  
**Property Address: 4508 Park Avenue**  
**Account Number: 608113569**

To Whom It May Concern:

Our firm represents Ronald D. Runyeon and Linda Sue Simmons (collectively the "Client") concerning the property located at 4508 Park Avenue (the "Property") and U.S. Bankruptcy case 3:10-BK-12006. On November 16, 2011, the Client's Second Amended Plan of Reorganization was confirmed ("Confirmation Order"). The Confirmation Order was finalized on November 16, 2011 (attached hereto as "Exhibit A"). The Confirmation Order allowed a secured claim in the amount of \$255,000.00 payable, over three hundred sixty (360) months with a fixed interest rate of five percent (5%) per year. The Confirmation Order lists Cenlar Central Loan Administration, now Ocwen Loan Servicing, LLC., as the owner of the mortgage; however, upon information and belief, Nationstar Mortgage Lending ("Nationstar") now known as Mr. Cooper ("Mr. Cooper") is the current mortgage holder.

The Client received a statement from Nationstar dated May 21, 2018 (the "Statement") (attached hereto as "Exhibit B") showing an outstanding principal balance of \$226,052.63 and an escrow balance of \$823.56 with a total balance due of \$11,071.14, of which \$8,619.00 is a past due amount. Our Client avers there is no past due balance on the account.

In August of 2016, Client submitted the monthly payment in the amount of \$1,940.95 by the normal procedure, and the payment was cancelled by the bank. At this time, the bank automatically cancelled all future automatic payments. Client discovered the error in January of 2017 and promptly corrected it by submitting a payment in the amount of \$9,704.75 on January 18, 2017 as a "catch up" payment for the months of August 2016 through December 2017 (\$1,940.95 x 5 months = \$9,704.75) (all proof of payments attached hereto as "Exhibit C"). The January 2017 payment was submitted on January 18, 2017, in the amount of \$1,940.75; and the February 2017 payment was made on January 31, 2017. Since this time, Client have made all payments in a timely manner in compliance with the Confirmation Order so the past due balance on the Statement does not stem from the missed payments mentioned above.

The Statement incorrectly indicates that payments were submitted late or remain unpaid, however, all payments listed below were paid in a timely manner according to the Confirmation Order as follows:

- Payment due 12/1/2017 was paid on 11/30/2018, the Statement lists the payment date as 3/1/2018;
- Payment due 1/1/2018 was paid on 12/29/2018, the Statement lists the payment date as 5/1/2018;
- Payment due 2/1/2018 was made on 1/31/2018, the Statement shows this payment is outstanding;
- Payment due 3/1/2018 was made on 2/28/2018, the Statement shows this payment is outstanding;
- Payment due 4/1/ was made on 3/30/2018, the Statement shows this payment is outstanding;
- Payment due 5/1/2018 was made 4/30/2018, the Statement shows this payment is outstanding; and
- Payment due 6/1/2018 was made on 5/31/2018 (see Exhibit "C").

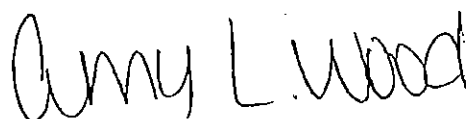
After reviewing the enclosed bank statements, you will find that the Client is current on all payments. Please accept this correspondence as a formal demand to correct your records and make the necessary adjustments, which include removal of all incorrectly assessed interest and penalties.

Once a Chapter 11 plan is confirmed, it is binding not only upon the debtor, but upon all claimants or creditors as treated per under confirmed plan. 11 U.S.C.A §1141(a). Any attempt by Mr. Cooper Nationstar, to collect any amount not expressly authorized by the Confirmation Order is a violation of the Discharge Order, a copy of which is attached as Exhibit "E", which subjects Mr. Cooper to punitive damages and the Client's costs of defense, including but not limited to attorneys' fees. After reviewing the Statement, it appears the monthly payment has been adjusted from \$1,940.95 to \$2,452.14, a \$511.19 per month increase, without any explanation. Property taxes for the Property were \$5,793.58 in 2011 and \$5,897.32 in 2017, a difference of only \$103.74 which does not support the \$511.19 increase (attached hereto as Exhibit "D"). Please provide an explanation in writing for this increase in the monthly payment. Again, such increase is not contemplated or allowed by the Confirmation Order or Discharge Order.

Any further action or inaction that continues to violate the Discharge Order or failure to remedy the current violations of the Discharge Order will trigger the filing of an adversary complaint for causes of action, including but not limited to discharge order violations, with a demand for punitive damages and all costs, including attorneys' fees.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,



Amy L. Wood, Esq.

Exhibit "A"

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

IN RE:

RONALD D. RUNYEON and  
LINDA SUE SIMMONS,

Debtors.

)  
)  
)  
)  
)  
)

Case No. 310-12006  
Judge Paine  
Chapter 11

**DEBTORS' SECOND AMENDED PLAN**  
**OF REORGANIZATION DATED OCTOBER 31, 2011**

The Debtors propose the following Plan of Reorganization pursuant to Chapter 11 of Title 11, United States Code:

**ARTICLE I**

**DEFINITIONS**

Unless the context otherwise requires, the following terms shall have the following meanings when used in initially capitalized form in this Plan. Such meanings shall be equally applicable to both the singular and plural forms of such terms. Any term used in initially capitalized form in this Plan that is not defined herein, but that is defined in the Bankruptcy Code, shall have the meaning assigned to such term in the Bankruptcy Code.

1.1 "Adequate Protection Payments" means payments made by the Debtors or any other party to creditors holding claims secured by property of the Debtors, from the Petition Date to the Effective Date of the Plan, whether or not such payments were made directly to the creditor or deposited into an account, and whether or not such payments were made pursuant to an order of the Court.

1.2 "Administrative Claim" means any claim including, but not limited to, claims for compensation of professionals made pursuant to §§ 330 and 331 of the Code and claims entitled to administrative priority pursuant to §§ 507(a)(1) and 503(b) of the Code.

1.3 "Allowed Claim" means any undisputed, liquidated and non-contingent Claim whose amount was properly listed in Debtors' Schedules, to which no subsequent objection is filed prior to the deadline set forth in this Plan, or any Claim that has been or is timely filed with the Clerk of the Court by the Holder of the Claim and to which Claim no written objection to the allowance thereof has been interposed within the period of time fixed by this Plan, or as to which Claim an objection to the Claim has resulted in the allowance of a Claim, in whole or in part, by a Final Order of the Court. Anytime "Allowed" is used to describe a secured claim, Allowed Claim shall mean an amount not greater than the value of the collateral that secures such claim minus the total amount of Adequate Protection Payments on account of such secured claim, if any.

1.4 "Bankruptcy Code" means Title 11 of the United States Code, as amended.

1.5 "Bar Date" means the date fixed by the Court as the last day for filing proofs of claim.

1.6 "Chapter 11 Case" means the above entitled and numbered case commenced by the Debtors pursuant to the provisions of Chapter 11 of the Code.

1.7 "Claim" means: (i) right of payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) a right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

- 1.8 "Claimant" means the holder of a Claim against or an Interest in the Debtors.
- 1.9 "Claims Objection Deadline" means the earlier of (a) 90 days after the Effective Date of the Plan or (b) the date on which the Debtors file a Motion for Final Decree pursuant to 11 U.S.C. §350.
- 1.10 "Confirmation" means the entry by the Court of the Confirmation Order.
- 1.11 "Confirmation Date" means the date upon which the Confirmation Order is entered by the Court.
- 1.12 "Confirmation Order" means the Order entered by the Court confirming the Plan.
- 1.13 "Court" means the United States Bankruptcy Court for the Middle District of Tennessee, Nashville Division.
- 1.14 "Debtors" means Ronald D. Runyeon and Linda Sue Simmons as Debtors-in-Possession and with the status and rights conferred by 11 U.S.C. § 1107.
- 1.15 "Debtors' Assets" means all of the Debtors' assets and interests, including but not limited to, all prepetition and postpetition causes of action.
- 1.16 "Debtors' Professionals" means attorneys, accountants, appraisers, auctioneers or other professional persons hired by the Debtors and whose employment is approved by the Court pursuant to § 327 of the Bankruptcy Code or whose services are utilized by the Debtors in the ordinary course of the Debtors' business.
- 1.17 "Disclosure Statement" means the Disclosure Statement for this Plan, together with any supplements, amendments, or modifications thereto.
- 1.18 "Disputed Claim" means a Claim to which a written objection to the allowance or classification thereof, in whole or in part, is timely filed by any party-in-interest and as to which no



Final Order or Final Judgment sustaining such objection or allowing or disallowing such Claim, in whole or in part, has been entered by the Court.

1.19 "Effective Date of the Plan" means 120 days after the Confirmation Order becomes a Final Order.

1.20 "Final Order" or "Final Judgment" means an order or judgment of the Court: (a) as to which the time to appeal, petition for certiorari, or seek reargument or rehearing has expired and as to which no appeal, reargument, certiorari petition, or rehearing is pending, or (b) if an appeal, reargument, certiorari or rehearing thereof has been sought, the order of the Court has been affirmed by the highest court to which the order was appealed or from which the reargument or rehearing was sought, or certiorari has been denied, or the appeal is dismissed or rendered moot, and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired.

1.21 "Petition Date" means November 4, 2010.

1.22 "Plan" means this Second Amended Plan of Reorganization and all future amendments and modifications thereof.

1.23 "Secured Claim" means an Allowed Claim secured by a lien, security interest or other charge against or interest in property in which the Debtors have an interest, or which is subject to setoff under § 553 of the Bankruptcy Code, to the extent of the value, determined in accordance with § 506(a) and § 506(b) of the Bankruptcy Code, of the interest of the holder of such Allowed Claim in the Debtors' interest in such property, or to the extent of the amount subject to such setoff as the case may be, and reduced by such further amount or amounts, if any, as may be determined by the Court after notice and a hearing to be the reasonable and necessary costs and expenses of preserving and disposing of such asset pursuant to § 506(c) of the Bankruptcy Code.

1.24 "Substantial Consummation" means the time at which the first distribution under the Plan is due to be made.

1.25 "Unsecured Claim" means any Allowed Claim that is not a Secured Claim, including but not limited to the following: (a) Claims under executory contracts and unexpired leases that have heretofore been rejected, that are rejected under this Plan or that may be rejected prior to the Confirmation Date; (b) Claims of general trade creditors; (c) Claims for unpaid wages or benefits (including claims for vacation, sick and holiday pay) to the extent not entitled to be priority claims under 11 U.S.C. § 507 as provided herein; and (d) any other obligations, liabilities, damages or any other Claim held against the Debtors of every type and nature whatsoever incurred on or before, the date of the entry of the order for relief in this case.

## ARTICLE II

### CLASSIFICATION OF CLAIMS AND INTERESTS

Claims and Interests are divided into the following classes:

2.1 Class 1 shall include costs and expenses of administration as defined in 11 U.S.C. § 503, excluding Claims that are expressly included in the definition of any other class. Class 1 includes Claims of professionals pursuant to §§ 330 and 331 of the Bankruptcy Code and fees due the United States Trustee pursuant to 28 U.S.C. § 1930.

2.2 Class 2 shall consist of any Claims of governmental units for taxes, penalties or interest entitled to priority pursuant to 11 U.S.C. § 507(a)(8).

2.3 Class 3 shall consist of the Allowed Secured Claim of Aurora Loan Services in the approximate amount of \$121,833.31 as of the Petition Date secured by a first priority lien on residential rental property located at 500 Acklen Park Drive, Nashville, Tennessee (the "Class 3 Collateral").

2.4 Class 4 shall consist of the Allowed Secured Claim of BAC Home Loans in the approximate amount of \$284,507.05 as of the Petition Date secured by a first priority lien on residential rental property located at 3723 Meadowbrook Avenue, Nashville, Tennessee (the "Class 4 Collateral").

2.5 Class 5 shall consist of the Allowed Secured Claim of Bank of America in the approximate amount of \$196,355.95 as of the Petition Date secured by a first priority lien on residential rental property located at 4500 Park Avenue, Nashville, Tennessee (the "Class 5 Collateral").

2.6 Class 6 shall consist of the Allowed Secured Claim of Cenlar Central Loan Administration, now Ocwen Loan Servicing, LLC, in the approximate amount of \$320,743.28 as of the Petition Date secured by a first priority lien on residential rental property located at 4508 Park Avenue, Nashville, Tennessee (the "Class 6 Collateral").

2.7 Class 7 shall consist of the Allowed Secured Claim of Chase Home Finance in the approximate amount of \$59,761.14 as of the Petition Date secured by first priority lien on residential rental property located at 1118 Dog Creek Road, Kingston Springs, Tennessee (the "Class 7 Collateral").

2.8 Class 8 shall consist of the Allowed Secured Claim of Fidelity Bank in the approximate amount of \$42,322.81 as of the Petition Date secured by a first priority lien on residential rental property located at 3908 Park Avenue, Nashville, Tennessee (the "Class 8 Collateral").

2.9 Class 9 shall consist of the Allowed Secured Claims of GreenBank in the approximate amount of \$1,209,197.30 as of the Petition Date secured by first priority liens on residential rental property located at 3800 Murphy Road, Nashville, Tennessee and 3912 Elkins

Avenue, Nashville, Tennessee, and commercial rental property located at 336 22<sup>nd</sup> Avenue, Nashville, Tennessee (the "Class 9 Collateral").

2.10 Class 10 shall consist of the Allowed Secured Claims of Heritage Bank in the approximate amount of \$1,181,989.63 as of the Petition Date secured by first priority liens on residential rental property located at 3811 Elkins Avenue, Nashville, Tennessee; 6113 Pennsylvania Avenue, Nashville, Tennessee; 6117 Pennsylvania Avenue, Nashville, Tennessee; 6119 Pennsylvania Avenue, Nashville, Tennessee; 1504 62<sup>nd</sup> Avenue North, Nashville, Tennessee; 5402 Tennessee Avenue, Nashville, Tennessee; 104 Cheshire Avenue, Charlotte, Tennessee; 3901 Whitland Avenue # 11, Nashville, Tennessee; 3901 Whitland Avenue # 23, Nashville, Tennessee; 1507 61<sup>st</sup> Avenue North, Nashville, Tennessee; 413 37<sup>th</sup> Avenue North, Nashville, Tennessee; 825 40<sup>th</sup> Avenue North, Nashville, Tennessee; and a second priority lien on residential rental property located at 4500 Park Avenue, Nashville, Tennessee (the "Class 10 Collateral").

2.11 Class 11 shall consist of the Allowed Secured Claim of Northpointe Bank in the approximate amount of \$55,296.43 as of the Petition Date secured by a first priority lien on residential lots located Bluff Point Lake in Waverly, Tennessee (the "Class 11 Collateral").

2.12 Class 12 shall consist of the Allowed Secured Claim of OneWest Bank in the approximate amount of \$190,540.38 as of the Petition Date secured by a first priority lien on residential rental property located at 3809 Elkins Avenue, Nashville, Tennessee (the "Class 12 Collateral").

2.13 Class 13 shall consist of the Allowed Secured Claims of Regions Bank in the approximate amount of \$91,883.29 as of the Petition Date secured by second priority liens on residential rental property located at 3901 Whitland Avenue # 11, Nashville, Tennessee, and the

Debtors' personal residence located at 1116 Dog Creek Road, Kingston Springs, Tennessee (the "Class 13 Collateral").

2.14 Class 14 shall consist of the Allowed Secured Claims of Regions Mortgage in the approximate amount of \$571,560.80 as of the Petition Date secured by first priority liens on residential rental property located at 3807 Elkins Avenue, Nashville, Tennessee; 3901 Elkins Avenue, Nashville, Tennessee; 505 Acklen Park Drive, Nashville, Tennessee; and the Debtors' personal residence located at 1116 Dog Creek Road, Kingston Springs, Tennessee (the "Class 14 Collateral").

2.15 Class 15 shall consist of the Allowed Secured Claim of RoundPoint Mortgage in the approximate amount of \$51,227.15 as of the Petition Date secured by a second priority lien on residential rental property located at 4508 Park Avenue, Nashville, Tennessee (the "Class 15 Collateral").

2.16 Class 16 shall consist of the Allowed Secured Claim of Southeast Financial Credit Union in the approximate amount of \$2,086,046.24 as of the Petition Date secured by a first priority lien on the remaining 25 condominium units located known as Dunham Station Condos at 246 White Bridge Pike, Nashville, Tennessee (the "Class 16 Collateral").

2.17 Class 17 shall consist of the Allowed Secured Claim of SunTrust Bank in the approximate amount of \$84,115.68 as of the Petition Date secured by a second priority lien on residential rental property located at 3723 Meadowbrook Avenue, Nashville, Tennessee (the "Class 17 Collateral").

2.18 Class 18 shall consist of the Allowed General Unsecured Claims held by creditors not entitled to priority and not expressly included in the definition of any other class.

2.19 Class 19 shall consist of the ownership Interests of Ronald D. Runyeon and Linda Sue Simmons.

### ARTICLE III

#### TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

3.1 Class 1 Claims: Except for quarterly fees owed to the United States Trustee, which will be paid when due, the holders of Class 1 Allowed Claims shall be fully paid within 10 business days of the later of: (i) the entry and finality of an order of the Court allowing such claim or (ii) the Effective Date of the Plan, or as otherwise deferred by agreement between the holder of the Claim and the Debtors. The Debtors shall continue to make post-confirmation quarterly fee payments to the United States Trustee until entry of a Final Decree pursuant to 11 U.S.C. §350. Any administrative claims representing a liability incurred in the ordinary course of the Debtors' business may be paid in cash after the Confirmation Date.

3.2 Class 2 Claims: Class 2 consists of Allowed Claims entitled to priority pursuant to 11 U.S.C. §507(a)(8). Allowed Class 2 Claims shall be fully paid with interest at four percent (4%) per annum in 60 equal monthly installments beginning on the first day of the month after the Effective Date of the Plan, and continuing on the first day of each successive month until paid in full.

3.3 Class 3 Claim: Class 3 consists of the Allowed Secured Claim of Aurora Loan Services. The Class 3 Claim shall be Allowed in the amount of \$121,833.31. The Class 3 Claim shall be modified so that it is amortized and payable over 300 months with fixed interest at five percent (5.0%) per annum. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 3 Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith. The first payment shall be due on the first day of the month

following the Effective Date of the Plan. The Class 3 Claimant shall retain its lien on the Class 3 Collateral.

3.4 Class 4 Claim: Class 4 consists of the Allowed Secured Claim of BAC Home Loans. The Class 4 Claim shall be Allowed in the amount of \$260,000.00, pursuant to Memorandum dated October 24, 2011 (Docket No. 287). The Class 4 Claim shall be modified so that it is amortized and payable over 360 months with fixed interest at five percent (5.0%) per annum. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 4 Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith. The first payment shall be due on the first day of the month following the Effective Date of the Plan. The Class 4 Claimant shall retain its lien on the Class 4 Collateral.

3.5 Class 5 Claims: Class 5 consists of the Allowed Secured Claim of Bank of America. The Class 5 Claim shall be Allowed in the amount of \$204,909.00, pursuant to the Agreed Order on Objection to Confirmation entered August 18, 2011 (Docket No. 241). The Class 5 Claim shall be modified so that it is amortized and payable over 360 months with fixed interest at five percent (5.0%) per annum. The principal and interest payment amount is \$1,100.00 monthly, plus monthly escrow amount for property taxes and insurance of \$645.00, for a total monthly payment of \$1,745.00. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 5 Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith. The first payment shall be due on the Effective Date of the Plan. The Class 5 Claimant shall retain its lien on the Class 5 Collateral.

3.6 Class 6 Claims: Class 6 consists of the Allowed Secured Claim of Cenlar Central Loan Administration, now Ocwen Loan Servicing, LLC. The Class 6 Claim shall be Allowed in the amount of \$255,000.00. The Class 6 Claim shall be modified so that it is amortized and payable over 360 months with fixed interest at five percent (5.0%) per annum. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 6 Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith. The first payment shall be due on the first day of the month following the Effective Date of the Plan. The Class 6 Claimant shall retain its lien on the Class 6 Collateral.

3.7 Class 7 Claims: Class 7 consists of the Allowed Secured Claim of Chase Home Finance. The Class 7 Claim shall be Allowed in the amount of \$59,761.14. The Class 7 Claim shall be modified so that it is amortized and payable over 360 months with fixed interest at five percent (5.0%) per annum. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 7 Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith. The first payment shall be due on the first day of the month following the Effective Date of the Plan. The Class 7 Claimant shall retain its lien on the Class 7 Collateral.

3.8 Class 8 Claims: Class 8 consists of the Allowed Secured Claim of Fidelity Bank. The Class 8 Claim shall be Allowed in the amount of \$42,322.81. The Class 8 Claim shall be modified so that it is amortized and payable over 360 months with fixed interest at five percent (5.0%) per annum. Monthly escrow amount for property taxes and insurance shall be \$250.93. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 8 Claimant,



which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith.

The first payment shall be due on the first day of the month following the Effective Date of the Plan. The Class 8 Claimant shall retain its lien on the Class 8 Collateral.

3.9 Class 9 Claims: Class 9 consists of the Allowed Secured Claims of GreenBank. Pursuant to the *Agreed Order Resolving Motion for Relief by GreenBank* entered January 26, 2011 (Docket No. 101) the Class 9 Claimant has been granted relief from the automatic stay to proceed with the enforcement of its security interest in the Class 9 Collateral pursuant to the terms of its loan documents, deed of trust and applicable non-bankruptcy law. Any deficiency balance shall be treated as a Class 18 General Unsecured Claim.

3.10 Class 10 Claims: Class 10 consists of the Allowed Secured Claim of Heritage Bank. The Class 10 Claim shall be Allowed in the amount of \$1,332,151.06. The Class 10 Claim shall be modified so that it is amortized and payable over 360 months. Interest shall be calculated at five and one-half percent (5.5%) per annum for the first 2 years of the loan, for a total payment of \$7,914.06 per month. Beginning in the third year and continuing through the fifth year of the loan, interest shall be calculated at the current Prime rate, plus three percent (3%) per annum, with a minimum interest rate of six-and-one-half percent (6.5%) per annum and a maximum interest rate of eight-and-one-half percent (8.5%) per annum. The loan shall have a five-year balloon, at which time the outstanding principal balance shall be due and payable.

Upon the sale of each property securing the Class 10 Claim, the Class 10 Claim shall be released and modified by reducing the outstanding principal balance by an amount equal to said property's value pursuant to appraisals obtained by the Class 10 Claimant, and the Class 10 Claim shall be reamortized accordingly. The appraised values are as follows:

<u>Property</u>	<u>Appraisal Date</u>	<u>Appraisal Value/ Release Price</u>
Pennsylvania Avenue	12/22/2010	\$112,000
Elkins Avenue	02/25/2010	\$320,000
62 <sup>nd</sup> Avenue	04/08/2011	\$70,000
Cheshire Avenue	01/19/2011	\$37,350
Whitland Avenue # 11	12/22/2010	\$97,000
Whitland Avenue # 23	12/22/2010	\$97,000
40 <sup>th</sup> Avenue	12/23/2010	\$70,000
61 <sup>st</sup> Avenue	04/15/2011	\$28,000
37 <sup>th</sup> Avenue	12/23/2010	\$110,000
Park Avenue	02/25/2011	\$350,000
Tennessee Avenue	03/01/2011	<u>\$126,000</u>
		<b>\$1,417,350</b>

To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 10a Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith. The first payment shall be due on the Effective Date of the Plan. The Class 10a Claimant shall retain its lien on the Class 10a Collateral.

3.11 Class 11 Claims: Class 11 consists of the Allowed Secured Claim of Northpointe Bank. The Class 11 Claim shall be Allowed in the amount of \$45,000.00. The Debtor shall make interest-only payments to the Class 11 Claimant with fixed interest at four percent (4.0%) per annum for a period of 12 months, during which time the Debtor will market and sell the residential lots. At the end of the 12 month period, if the Debtor has failed to sell any of the residential lots, the Debtor shall surrender the Class 11 Collateral to the Class 11 Claimant in full satisfaction of the debt. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 11 Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith.

The first payment shall be due on the first day of the month following the Effective Date of the Plan. The Class 11 Claimant shall retain its lien on the Class 11 Collateral.

3.12 Class 12 Claims: Class 12 consists of the Allowed Secured Claim of One West Bank. The Class 12 Claim shall be Allowed in the amount of \$148,000.00. The Class 12 Claim shall be modified so that it is amortized and payable over 360 months with fixed interest at five percent (5.0%) per annum. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 12 Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith. The first payment shall be due on the first day of the month following the Effective Date of the Plan. The Class 12 Claimant shall retain its lien on the Class 12 Collateral.

3.13 Class 13 Claims: Class 13 consists of the Allowed Secured Claims of Regions Bank. Class 13 shall be subdivided as follows:

The Class 13a Claim, secured by the residential rental property located at 3901 Whitland Avenue # 11, Nashville, Tennessee, shall be Allowed in the amount of \$0.00. The Class 13a Claimant shall no longer have a lien on the Class 13a Collateral.

The Class 13b Claim, secured by the Debtors' personal residence located at 1116 Dog Creek Road, Kingston Springs, Tennessee, shall be Allowed in the amount of \$0.00. The Class 13b Claimant shall no longer have a lien on the Class 13b Collateral.

3.14 Class 14 Claims: Class 14 consists of the Allowed Secured Claims of Regions Mortgage. Class 14 shall be subdivided as follows:

The Class 14a Claim, secured by the residential rental property located at 3901 Elkins Avenue, Nashville, Tennessee, shall be Allowed in the amount of \$102,207.53. The Class 14a Claim shall be modified so that it is amortized and payable over 360 months with fixed interest at

five percent (5.0%) per annum. Monthly escrow amount for property taxes and insurance shall be \$262.42. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 14a Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith. The first payment shall be due on the first day of the month following the Effective Date of the Plan. The Class 14a Claimant shall retain its lien on the Class 14a Collateral.

The Class 14b Claim, secured by the residential rental property located at 505 Acklen Park Drive, Nashville, Tennessee, shall be Allowed in the amount of \$111,639.14. The Class 14b Claim shall be modified so that it is amortized and payable over 360 months with fixed interest at five percent (5.0%) per annum. Monthly escrow amount for property taxes and insurance shall be \$181.09. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 14b Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith. The first payment shall be due on the first day of the month following the Effective Date of the Plan. The Class 14b Claimant shall retain its lien on the Class 14b Collateral.

The Class 14c Claim, secured by the residential rental property located at 3807 Elkins Avenue, Nashville, Tennessee, shall be Allowed in the amount of \$166,337.46. The Class 14c Claim shall be modified so that it is amortized and payable over 360 months with fixed interest at five percent (5.0%) per annum. Monthly escrow amount for property taxes and insurance shall be \$406.22. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 14c Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not

inconsistent herewith. The first payment shall be due on the first day of the month following the Effective Date of the Plan. The Class 14c Claimant shall retain its lien on the Class 14c Collateral.

The Class 14d Claim, secured by a first priority lien on the Debtors' personal residence located at 1116 Dog Creek Road, Kingston Springs, Tennessee, shall be Allowed in the amount of \$147,000.00, pursuant to Memorandum dated October 24, 2011 (Docket No. 287) to reflect a valuation equal to the amount of the insurance check received by the Debtors. The Class 14d Claim shall be modified so that it is amortized and payable over 360 months with fixed interest at five percent (5.0%) per annum. The ongoing payment amount is subject to adjustment due to changes in escrowed taxes and/or insurance currently being paid by Regions Mortgage. To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 14d Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith. The first payment shall be due on the first day of the month following the Effective Date of the Plan. The Class 14d Claimant shall retain its lien on the Class 14d Collateral.

3.15 Class 15 Claims: Class 15 consists of the Allowed Secured Claim of RoundPoint Mortgage. The Class 15 Claim shall be Allowed in the amount of \$0.00. The Class 15 Claimant shall no longer have a lien on the Class 15 Collateral.

3.16 Class 16 Claims: Class 16 consists of the Allowed Secured Claim of Southeast Financial Credit Union. The Class 16 Claim shall be Allowed in the amount of \$1,603,574.23, pursuant to the Agreed Order on Objection to Confirmation entered October 13, 2011 (Docket No. 283). The Class 16 Claim shall be modified so that it is amortized and payable over 360 months with fixed interest at seven percent (6.5%) per annum, for a principal and interest payment amount

of \$10,135.68, plus monthly escrow amount for property taxes and insurance of \$1,612.54, for a total monthly payment of \$11,748.22.

Following the Effective Date of the Plan, and continuing for four (4) years thereafter, the Debtors shall sell three (3) condominium units per year. Each condominium unit sold shall be released in the amount of Seventy-Five Thousand Dollars (\$75,000). Any sales proceeds in excess of \$75,000.00 per unit and the usual closing costs including but not limited to all pre-closing property taxes for each sold condo unit shall be paid to the Debtors. Beginning on the anniversary of the Confirmation Date and continuing on each anniversary date thereafter, and provided that the Debtors have actually closed three (3) condominium units during the immediately preceding one-year period and that the Debtors are not then otherwise in default under the terms of the loan documents as modified hereby, then the Class 16 Claim shall be reamortized to reflect the \$75,000.00 per unit reduction in the then outstanding total loan balance.

To evidence this obligation, the reorganized Debtors shall, as of the Effective Date of the Plan, execute such modification or change in terms agreement as reasonably requested by the Class 16 Claimant, which shall contain provisions sufficient to effectuate the terms hereof and not inconsistent herewith. The first payment shall be due on the first day of the month following the date that is fourteen (14) days after the Confirmation Date of the Plan. The Class 16 Claimant shall retain its lien on the Class 16 Collateral. The Bankruptcy Court shall not retain jurisdiction over the SFCU collateral property after Confirmation.

3.17 Class 17 Claims: Class 17 consists of the Allowed Secured Claim of SunTrust Bank. The Class 17 Claim shall be Allowed in the amount of \$0.00. The Class 17 Claimant shall no longer have a lien on the Class 17 Collateral.

3.18 Class 18 Claims: Class 18 consists of all Allowed General Unsecured Claims not entitled to priority and not expressly included in the definition of any other class. The Class 18 Claimants shall receive a total of ten percent (10%) of their Allowed Claims, payable over 60 months. The Debtors reserve the right to change the treatment for any creditor who may possess lien rights. The first payment shall be due on the first day of the month following the Effective Date of the Plan.

3.19 Class 19 Interests: Class 19 shall consist of the ownership interests of Ronald D. Runyeon and Linda Sue Simmons. Upon Confirmation, ownership of all property of the estate shall vest in the Debtors.

#### ARTICLE IV

#### IMPAIRED AND UNIMPAIRED CLASSES OF CLAIMS AND INTERESTS

Classes 1 and 19 are unimpaired under the Plan. All other classes are impaired.

#### ARTICLE V

#### MEANS FOR EXECUTION OF THE PLAN

The Debtors, as reorganized, will retain all property of the estate, excepting property which is to be sold or otherwise disposed of as provided herein, executory contracts which are rejected pursuant to this Plan, and property transferred to creditors of the Debtors pursuant to the express terms hereof. The retained property shall be used and employed by the Debtors in the continuance of their business.

#### ARTICLE VI

#### OBJECTIONS TO CLAIMS

The Debtors or any party in interest may file an objection to any Claim in any class on or before the Claims Objection Deadline. Objections not filed within such time will be deemed

waived. If any Claim or portion thereof is challenged by an objection or otherwise, distribution may, in the Debtors' sole discretion, be made on any portion of such disputed Claim which is undisputed pending resolution of the Claim allowance as a whole.

## ARTICLE VII

### EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1. The Debtors are party to numerous residential and commercial real property leases, as described in more detail on the attached Exhibit "1". The Debtors shall assume these leases.

7.2. The Debtors are party to contracts with Verizon Wireless for cell phone and internet service. The Debtors shall assume these contracts.

7.3. To the extent the Debtors are party to any other executory contracts or unexpired leases of real or personal property not specifically addressed herein, the Debtors expressly assume any such leases or executory contracts.

## ARTICLE VIII

### PRESERVATION OF CAUSES OF ACTION

All causes of action, including without limitation, actions for the avoidance and recovery pursuant to § 550 of the Bankruptcy Code of transfers avoidable by reason of §§ 544, 545, 547, 548, 549 or 553(b) of the Bankruptcy Code, or otherwise, and whether or not such actions have been commenced prior to the Effective Date of the Plan, shall be retained by the Debtors.

NOTICE TO POTENTIAL DEFENDANTS: In the Statement of Financial Affairs on file with the Court, the Debtors listed all payments made within ninety (90) days prior to the Petition Date, and payments made within one (1) year prior to the Petition Date to insiders of the Debtors. Each and every person listed as having received any such payment, as well as any other unlisted party that did, in fact, receive any such transfer, or believes it may have received such a transfer, is



on notice that the rights of the Debtors to recover such payments are preserved for possible prosecution by the Debtors. Recovery shall not be limited to the amounts set forth in the Statement of Financial Affairs. To the extent the Debtors may have inadvertently omitted any such payment or transfer, all rights of the Debtors to avoidance and recovery as are provided by the Bankruptcy Code are also preserved.

Any party requiring explanation of the Code sections cited in this section or any of the statements herein should seek the advice of counsel.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

9.1 Notwithstanding anything contained herein, all distributions to classes under this Plan will only be made after creditors in said classes have had their Claims fully fixed and Allowed by the Court; however, distribution may be made, in the Debtors' and/or Trustee's discretion, on any portion of a disputed Claim which is undisputed pending resolution of the Claim allowance as a whole. On the date that any distribution to Allowed General Unsecured Claims is due, a Claim must be Allowed, non-contingent, liquidated and undisputed in order to have a right to share in such distribution.

9.2 To the extent that any Claimant treated under this Plan has, prior to the Effective Date of the Plan, received any payments from any source on any obligation treated in this Plan, any such payments shall be applied first to principal.

9.3 To the extent that any provisions of this Plan conflict with any of the terms or conditions of any note, security agreement, loan agreement, deed of trust or similar instrument, the provisions of this Plan shall control.

9.4 Upon motion and for cause shown, the Debtors may at any time move the Court to grant a moratorium or extension of distributions to Claimants in any of the classes set out herein for a reasonable period of time. Additionally, the Debtors may propose amendments to or modifications of this Plan at any time prior to Confirmation of the Plan. After Confirmation of the Plan, the Debtors, with approval of the Court, and so long as it does not materially or adversely affect the interests of Claimants, may remedy any defect or reconcile any inconsistencies in the Plan or in the Confirmation Order in such manner as may be necessary to carry out the purposes and effect of this Plan.

9.5 Except as provided herein, pursuant to 11 U.S.C. § 1123(b)(3), the Debtors shall retain each and every claim, demand or cause of action whatsoever which the Debtors or Debtors-in-Possession had or had power to assert immediately prior to confirmation of the Plan, including without limitation, actions for the avoidance and recovery pursuant to § 550 of the Bankruptcy Code of transfers avoidable by reason of §§ 544, 545, 547, 548, 549 or 553(b) of the Bankruptcy Code, and may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of same. The Debtors expressly retain the right to compromise, settle or adjust any and all claims for payment owed by another without further notice thereof to creditors and other parties in interest.

9.6 On the Effective Date of the Plan, all title to all assets constituting property of the Debtors' estate shall vest in the Debtors free and clear of all claims, interests, liens or other charges of creditors arising prior to the Effective Date of the Plan, except as otherwise expressly provided in this Plan. After the Confirmation Date, the Debtors shall operate and conduct their affairs free of any restrictions and notice requirements of the Bankruptcy Code and the Bankruptcy Rules

(including, but not limited to, the employment and compensation of professional persons), except as specifically provided for in the Plan or the Confirmation Order.

9.7 The Debtors shall be permitted without penalty to prepay any obligation under this Plan prior to the due date or maturity date of such obligation. There shall be no penalty for any such prepayment.

9.8 The Debtors may execute such promissory notes, deeds of trust (including amendments, restatements or modifications thereof) or any other documents necessary to effectuate the terms of this Plan.

9.9 Whenever any payment or distribution to be made under the Plan shall be due on a day other than a business day, such payment or distribution shall instead be made, without interest, on the next business day.

9.10 The Debtors shall be entitled to a fifteen (15) day grace period for all payment obligations arising pursuant to this Plan.

9.11 Whenever interest is calculated on a Claim prior to the Confirmation Date, the rate utilized shall be equal to the rate provided for such Claim in Article III of this Plan.

9.12 This Court shall retain such jurisdiction over this Plan and related items to hear and determine matters in controversy as this Court is granted under applicable law.

9.13 If it becomes necessary for the Debtors to seek confirmation of the Plan pursuant to 11 U.S.C. § 1129(b), it shall be implied for all payment terms proposed herein that the Court shall impose different or additional payment terms if the Court determines that the Plan either: (a) unfairly discriminates against a non-accepting Class, or (b) is not fair and equitable with respect to a non-accepting Class.

## ARTICLE X

### CLOSING OF THE CASE

Pursuant to 11 U.S.C. §1141(d)(5), in a case in which the Debtors are individuals, Confirmation of the Plan does not discharge any debt provided for in the Plan until the Court grants a discharge on completion of all payments under the Plan. However, §1141(d)(5)(B) states that at any time after the Confirmation of the Plan, and after notice and a hearing, the Court may grant a discharge to the Debtors before completing all payments under the Plan if (1) the value, as of the Effective Date of the Plan, of property actually distributed under the Plan on account of each Allowed Unsecured Claim is not less than the amount that would have been paid on such Claim if the estate of the Debtors had been liquidated under Chapter 7 on such date, and (2) modification of the Plan under Section 1127 is not practicable.

Accordingly, at such time as this case has been fully administered, that is, when all administrative matters or issues requiring action or resolution by the Court have been completed or resolved, the Confirmation Order has become final, and the due date for the first payments under the Plan has occurred, this case may be closed. To close the case, the Debtors shall file a Motion for Final Decree as soon as practicable following Substantial Consummation. The Debtors shall continue to pay U.S. Trustee quarterly fees until the Final Decree is entered.

In the period after the Confirmation Date but before closing of the case, the Debtors may continue to avail themselves of the services of professional persons whose employment was approved at or prior to the Confirmation Date in completing administration of the case and in the consummation and performance of the Plan and, if necessary, employ additional professional persons to render services in and in connection with the case. With respect to services rendered and expenses incurred in or in connection with the case by any professional person during such period,

the professional person may render periodic billing thereafter to the Debtors who shall promptly pay the same, but each such payment shall be subject to review and approval by the Court as to the reasonableness thereof, as set forth herein below. In their Motion for Final Decree, the Debtors shall detail all amounts paid during such period to professional persons as compensation for services rendered or reimbursement of expenses incurred, and with respect to which no prior application for allowance thereof has been made to the Court. At any hearing upon the Debtors' Motion for Final Decree, the Court shall consider and determine whether or not such payments shall be approved as reasonable.

#### ARTICLE XI

#### CONTINUING JURISDICTION OF THE COURT

In addition to the continued jurisdiction after the Confirmation Date that is provided for as a matter of law by the Bankruptcy Code and Bankruptcy Rules, the Court shall retain exclusive jurisdiction for the following:

- (a) To determine any and all objections to the allowance, extent, priority or nature of any Claims, the amount and proper classification of the Claim of any holder and the determination of such objections as may be filed to any Claims;
- (b) To determine any and all applications for compensation and reimbursement pursuant to §§ 330 or 331 of the Bankruptcy Code;
- (c) To determine any and all applications for the assumption or rejection of executory contracts and unexpired leases, and the allowance of any Claims resulting from rejection thereof;
- (d) To determine any and all applications, adversary proceedings and litigated matters that may be filed in this Court;

- (e) To interpret, enter Final Orders relating to, and otherwise act upon or in regard to the terms and provisions of the Plan;
- (f) To cause the correction of any defect, the curing of any omission or the reconciliation of any inconsistency in this Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan;
- (g) To consider the modification of this Plan after the Confirmation Date as allowed pursuant to the Federal Rules of Bankruptcy Procedure and the Bankruptcy Code;
- (h) Except as otherwise provided in this Plan, to make any determinations and to issue any Final Orders to enforce, interpret or effectuate the Plan;
- (i) To enter a Final Order concluding and terminating this case; and
- (j) To determine such other matters as may be provided for in the Confirmation Order.

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DATED: October 31, 2011.

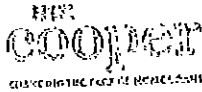
Respectfully submitted,

/s/ Ronald D. Runyeon  
Ronald D. Runyeon

/s/ Linda Sue Simmons  
Linda Sue Simmons

/s/ Elliott W. Jones  
Elliott W. Jones (#003687)  
Warner Jones (#028021)  
Emerge Law PLC  
1600 Division Street, Suite 675  
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(615) 916-5264  
Fax: (615) 916-5261  
[elliott@emergelaw.net](mailto:elliott@emergelaw.net)  
[warner@emergelaw.net](mailto:warner@emergelaw.net)

ATTORNEYS FOR DEBTORS



8950 Cypress Waters Blvd.  
Coppell, TX 75019

796025-2-NNNN-30081255.4827  
RONALD D RUNYEON  
PO BOX 90617  
NASHVILLE, TN 37209

# INFORMATIONAL STATEMENT

## CONTACT INFORMATION

Customer Service: 877-343-5602  
Monday - Friday: 8 a.m. - 5 p.m. CT

[www.mrcooper.com](http://www.mrcooper.com)

Your Dedicated Loan Specialist is Charlotte Kelly and can be reached at (666)-316-2432 EXT. 51601295 or via mail at:  
8950 Cypress Waters Blvd., Coppell, TX 75019

Statement Date: 06/21/2018  
Loan Number: 608113569  
Payment Due Date: 06/01/2018  
Total Payment Amount: \$11,071.14

Property Address: -  
4508 PARK AVE  
NASHVILLE, TN 37209

Our records show that you are a debtor in bankruptcy. We are making a statement to you for informational purposes only. We are not an attorney and cannot provide legal advice. If you are a debtor in bankruptcy, please contact your attorney for more information.

## Account Information

Interest Bearing Principal Balance \$226,052.63  
Interest Rate 5.000%  
Escrow Balance \$823.56

The interest rate does not represent the actual rate of the account and is not to be used for legal purposes.

## Explanation of Total Payable Amount

Principal	\$426.11
Interest	\$941.89
Escrow Amount (for Taxes and Insurance)	\$1,084.14
Regular Monthly Payment	\$2,452.14
Total Fees and Charges	\$0.00
Post Unpaid amount	\$8,619.00
Partial Payment (Unapplied)	\$0.00
<b>Total Payment Amount</b>	<b>\$11,071.14</b>

## Past Payments Breakdown

	Payments Rec'd Since 05/19/2018	Paid Year to Date
Principal	\$0.00	\$1,257.77
Interest	\$0.00	\$2,836.23
Escrow (Taxes & Insurance)	\$0.00	\$1,257.42
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$7,351.42</b>

## Transaction Activity 05/19/2018 to 06/21/2018

Date	Description	Total	Principal	Interest	Escrow	Other
(See Reverse side for Additional Critical Notices)						

## Important Messages

If you no longer wish to receive a monthly statement, please send a written request to the following address:  
PO Box 613287 Dallas, TX 75261

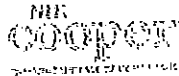
If you later choose to resume delivery of a monthly statement, you must do so in writing to the same address. Please be aware that we cannot resume delivery of monthly statements if such delivery was halted by an order of the Bankruptcy Court.

Please call Mr. Cooper to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.

DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.

## VOLUNTARY PAYMENT COUPON



[www.mrcooper.com](http://www.mrcooper.com)

☐ PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF COUPON

RONALD D RUNYEON

MR. COOPER  
PO BOX 619094  
DALLAS, TX 76261-9741

ACCOUNT NUMBER  
608113569

TOTAL PAYABLE AMOUNT  
06/01/2018 \$11,071.14

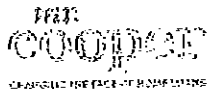
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO MR. COOPER

ADDITIONAL ESCROW \$  
ADDITIONAL PRINCIPAL \$

TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH

\*All amounts must be paid in full before additional principal can be made





8950 Cypress Waters Blvd.  
Coppell, TX 75019

OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

RONALD D RUNYEOH  
PO BOX 90617  
NASHVILLE, TN 37209

05/21/2018

LOAN INFO  
LOAN NUMBER: 608113569  
PROPERTY ADDRESS:  
4508 PARK AVE  
NASHVILLE, TN 37209



796025 2-NNNN-75137945-4827 3\*

Dear Ronald Runyeon:

At Mr. Cooper, we're committed to helping homeowners find solutions in times of difficulties.

Our records indicate that you are a debtor in bankruptcy and we are sending you this letter for informational and compliance purposes only. It is not an attempt to collect a debt against you.

**Recent Account History**

Payment due 12/01/2017: Fully paid on 03/01/2018  
Payment due 01/01/2018: Fully paid on 05/01/2018  
Payment due 02/01/2018: Unpaid balance of \$2,452.14

Payment due 03/01/2018: Unpaid balance of \$2,055.62  
Payment due 04/01/2018: Unpaid balance of \$2,055.62  
Payment due 05/01/2018: Unpaid balance of \$2,055.62

Current payment due 06/01/2018: \$2,452.14

As of 05/21/2018, the total payable amount is \$11,071.14 to bring the loan current.

If you wish to voluntarily pay the amount due, please call us to request the full amount due, as the amount stated above may not include recent interest or other charges and credits.

The loan recently transferred to Mr. Cooper. If the payment history above is less than 6 months, please review the prior monthly statements or contact your prior servicer for information regarding the 6-month payment history.

We are here to help. You do have options in addition to the options available in the current bankruptcy proceeding. \*Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of the current loan.
- If you simply can't pay the mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off the current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. To locate a HUD-approved housing counselor who can help you explore possible solutions:

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/aff/hcc/hcc.cfm>
- HUD Housing Counseling Agency Locator: (800) 568-4287

Mr. Cooper is a proud member of the HOPE NOW Alliance. For information about resources that might be able to help you find a solution to your hardship:

- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

If you have any questions, please contact our Customer Service Department at 877-343-6802 or via mail at the address listed above. Our hours of operation are Monday through Friday from 8 a.m. to 5 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,

The Loss Mitigation Department at Mr. Cooper

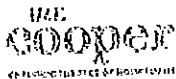
\*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

Mr. Cooper is simply a new brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a service mark of Nationstar Mortgage LLC. All rights reserved.

Please be advised this communication is sent for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U.S. Bankruptcy Code. If this account has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt against you; however, the servicer/lender reserves the right to exercise the legal rights only against the property securing the loan obligation, including the right to foreclose its lien under appropriate circumstances. Nothing in this communication shall be construed as an attempt to collect against the borrower personally or an attempt to revive personal liability.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan), you are assumed to be personally obligated on the debt. This communication is for informational purposes only and is not an attempt to collect a debt from you personally.





796025 2-NNNN-75137945-4827 2

### **LEGAL RIGHTS AND PROTECTIONS UNDER THE SCRA**

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USCA Section 3901) (SCRA).

#### ***Who May Be Entitled to Legal Protections Under the SCRA?***

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty.
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds.
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

#### ***What Legal Protections Are Servicemembers Entitled To Under the SCRA?***

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6% during the period of military service and 90 days thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within 90 days after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

#### ***How Does A Servicemember or Dependent Request Relief Under the SCRA?***

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.  
Mr. Cooper, Attn: Military Families, PO Box 019098, Dallas, TX 75261-0741
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

#### ***How Does a Servicemember or Dependent Obtain Information About the SCRA?***

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>.
- "Military OneSource" is the U. S. Department of Defense's information resource.
- If you are listed as entitled to legal protections under the SCRA (see above), please go to [www.militaryonesource.mil/legal](http://www.militaryonesource.mil/legal) or call 1-800-342-9847 (toll free from the United States) to find out more information. Dining instructions for areas outside the United States are provided on the website.

If this account is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt. Please note, however Mr. Cooper reserves the right to exercise the legal rights only against the property securing the original obligation.



# Exhibit "C"

## Withdrawals / Debits - continued

June 2010

Date	Amount	Description
06/03	980.00	Distinctive Nash 555-555-5555 Return 000002182185549 Distinctive Nashville 060316
06/03	1,050.00	Linda S Simmons CASH DISB 2722097870 060316 OFFSET TRANSACTION
06/03	1,096.10	Linda S Simmons CREDITS 2722097870 060316 OFFSET TRANSACTION
06/03	1,352.45	Linda S Simmons Distributi 2722097870 060316 OFFSET TRANSACTION
06/03	1,806.21	Linda S Simmons CREDITS 2722097870 060316 OFFSET TRANSACTION
06/03	2,310.00	Linda S Simmons CREDITS 2722097870 060316 OFFSET TRANSACTION
06/03	2,702.00	Linda S Simmons CREDITS 2722097870 060316 OFFSET TRANSACTION
06/03	2,931.49	Linda S Simmons Distributi 2722097870 060316 OFFSET TRANSACTION
06/03	3,520.01	Linda S Simmons CREDITS 2722097870 060316 OFFSET TRANSACTION
06/03	10,016.23	Linda S Simmons CREDITS 2722097870 060316 OFFSET TRANSACTION
06/03	0.33	5/3 ONLINE PYMT TO DIRECTV- ACCT XXXX02006
06/03	86.24	5/3 ONLINE PYMT TO WASTE CONN- ACCT XXXX08868
06/03	224.42	5/3 ONLINE PYMT TO WASTE CONN- ACCT XXXX03757
06/03	429.64	5/3 ONLINE PYMT TO SETERUS IN- ACCT XXXX03941
06/03	450.26	5/3 ONLINE PYMT TO FIDELITY B- ACCT XXXX08302
06/03	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXXXX4508
06/06	32.38	WEB INITIATED PAYMENT AT PAYPAL INST XFER LANSENDING 060616
06/07	735.00	Linda S Simmons Rents 2722097870 060716 OFFSET TRANSACTION
06/07	3,934.59	Linda S Simmons CASH DISB 2722097870 060716 OFFSET TRANSACTION
06/10	4,662.00	Linda S Simmons CREDITS 2722097870 061016 OFFSET TRANSACTION
06/10	4,974.11	Linda S Simmons CREDITS 2722097870 061016 OFFSET TRANSACTION
06/10	89.25	SERVICE CHARGE
06/13	108.64	WEB INITIATED PAYMENT AT PAYPAL INST XFER MICROSOFTCO 061316
06/13	50.00	5/3 ONLINE PYMT TO OTTAWA COU- ACCT XXXX03953
06/14	312.50	Distinctive Nash 555-555-5555 Return 000002213481033 Distinctive Nashville 061416
06/15	2,731.91	Linda S Simmons CREDITS 2722097870 061516 OFFSET TRANSACTION
06/15	5,000.00	Linda S Simmons CREDITS 2722097870 061516 OFFSET TRANSACTION
06/17	2,751.93	Linda S Simmons CREDITS 2722097870 061716 OFFSET TRANSACTION
06/17	5,843.50	Linda S Simmons CREDITS 2722097870 061716 OFFSET TRANSACTION
06/21	1,720.00	Linda S Simmons Rents 2722097870 062116 OFFSET TRANSACTION
06/21	53.59	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3302
06/21	69.12	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3302
06/21	116.15	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3304
06/21	161.88	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3300
06/21	1,481.29	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3300
06/22	6.19	5/3 ONLINE PYMT TO WATER AUTH- ACCT XXXXXXXX0004
06/23	2,476.00	WEB INITIATED PAYMENT AT SELECTIVE PHT SELECTIVE 000000723326378 062316
06/23	27.16	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXX4127
06/23	29.00	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXX6172
06/23	56.41	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3300
06/23	108.57	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXX0597
06/23	130.89	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2301
06/23	175.51	5/3 ONLINE PYMT TO REPUBLIC S- ACCT XXXXXXXX2503
06/23	184.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXXXX5301
06/23	186.55	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXX6171
06/23	227.62	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXX4173
06/23	474.83	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7301
06/23	922.64	5/3 ONLINE PYMT TO ERIE INSUR- ACCT XXXX0591
06/23	3,906.69	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXX6594
06/23	4,649.12	5/3 ONLINE PYMT TO ERIE INSUR- ACCT XXXXX0112
06/24	19.99	DEBIT CARD PURCHASE AT HORTON GROUP, 615-292-8642, TH ON 062316 FROM CARD# XXXXXXXXXX0737
06/24	9.27	5/3 ONLINE PYMT TO GREATER DI- ACCT XXXXXXXX4595
06/24	34.76	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXXXXX3009
06/24	50.00	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXXXXX9003
06/24	65.82	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXXXXX3001
06/24	82.39	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXXXXX5029
06/27	2.78	WEB INITIATED PAYMENT AT ATT Payment 215845001HYW9X 062716
06/27	45.84	METRO WATER UT BILL 0021330301 062716



Withdrawals / Debits - continued

Date	Amount	Description
07/01	429.64	5/3 ONLINE PYMT TO SETERUS IN- ACCT XXXX3944
07/01	450.26	5/3 ONLINE PYMT TO FIDELITY B- ACCT XXXXXX8302
07/01	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXXXX4508
07/05	200.00	5/3 JEANIE WITHDRAWAL - 003132 1 TERMINAL DRIVE NASHVILLE TN
07/05	240.00	RECURRING PURCHASE AT APPFOLIO, 805-617-2167, CA ON 070216 FROM CARD#: XXXXXXXXXX8737
07/07	2,994.50	Linda S Simmons CASH DISB 2722097870 070716 OFFSET TRANSACTION
07/08	95.67	TIMEWARNERNEO BANK DRAFT 001327851601001 070816
07/08	980.00	Distinctive Nash 555-555-5555 Return 000001720790026 Distinctive Nashville 070816
07/08	2,699.98	Linda S Simmons CREDITS 2722097870 070816 OFFSET TRANSACTION
07/08	4,364.00	Linda S Simmons CREDITS 2722097870 070816 OFFSET TRANSACTION
07/08	13,508.31	Linda S Simmons CREDITS 2722097870 070816 OFFSET TRANSACTION
07/12	60.00	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5802
07/12	86.24	5/3 ONLINE PYMT TO WASTE CONN- ACCT XXXXX8868
07/12	100.51	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXXX0007844
07/12	120.00	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX6802
07/12	180.57	5/3 ONLINE PYMT TO REPUBLIC S- ACCT XXXXXXXXXX2503
07/12	224.42	5/3 ONLINE PYMT TO WASTE CONN- ACCT XXXXXX3757
07/12	451.94	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7301
07/13	8.19	5/3 ONLINE PYMT TO WATER AUTH- ACCT XXXXXXXXXX0004
07/13	50.00	5/3 ONLINE PYMT TO OTTAWA COU- ACCT XXXXXX3953
07/13	89.25	SERVICE CHARGE
07/14	2,731.91	Linda S Simmons CREDITS 2722097870 071416 OFFSET TRANSACTION
07/14	3,725.00	Linda S Simmons CREDITS 2722097870 071416 OFFSET TRANSACTION
07/18	500.00	Distinctive Nash 555-555-5555 Return 000001739892334 Distinctive Nashville 071816
07/20	1,689.52	5/3 ONLINE PYMT TO REPUBLIC S- ACCT XXXXXXXXXX7082
07/21	53.59	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7304
07/21	102.46	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7302
07/21	212.41	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2300
07/21	1,805.27	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3300
07/22	3,159.00	Linda S Simmons CREDITS 2722097870 072216 OFFSET TRANSACTION
07/22	3,293.72	Linda S Simmons CREDITS 2722097870 072216 OFFSET TRANSACTION
07/22	89.86	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3300
07/22	149.64	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2301
07/22	172.89	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5301
07/22	922.64	5/3 ONLINE PYMT TO ERIE INSUR- ACCT XXXX0593
07/25	19.99	DEBIT CARD PURCHASE AT HORTON GROUP, 615-292-8642, TN ON 072316 FROM CARD#: XXXXXXXXXX8737
07/25	21.95	RECURRING PURCHASE AT INTUTY *QB ONLINE, 800-286-6800, CA ON 072316 FROM CARD#: XXXXXXXXXX8737
07/25	2,162.01	Linda S Simmons CREDITS 2722097870 072516 OFFSET TRANSACTION
07/27	468.00	WEB INITIATED PAYMENT AT PAYPAL INST XFER CSIMMONS050 072716
07/28	61.36	METRO WATER UT BILL 0021330301 072816
07/29	5,594.74	Linda S Simmons CREDITS 2722097870 072916 OFFSET TRANSACTION

July 2016

Deposits / Credits

Date	Amount	Description
07/01	375.00	DEPOSIT
07/01	660.00	MDHA SEC 8 ACH 28554486 DISTINCTIVE NASH RENTA 070116
07/01	10,578.34	Distinctive Nash 555-555-5555 Settlement 000001690906534 Distinctive Nashville 070116
07/05	35.00	APPFOLIO INC 9666481536 687668249250 070516
07/05	600.00	DEPOSIT
07/05	23,070.66	Distinctive Nash 555-555-5555 Settlement 000001704490626 Distinctive Nashville 070516
07/05	48,758.89	Distinctive Nash 555-555-5555 Settlement 000001695924910 Distinctive Nashville 070516
07/05	25.00	5/3 JEANIE DEPOSIT - 006555 3415 MURPHY RD NASHVILLE TN
07/05	88.00	5/3 JEANIE DEPOSIT - 006555 3415 MURPHY RD NASHVILLE TN
07/05	150.00	5/3 JEANIE DEPOSIT - 006555 3415 MURPHY RD NASHVILLE TN
07/05	150.00	5/3 JEANIE DEPOSIT - 006555 3415 MURPHY RD NASHVILLE TN
07/05	219.00	5/3 JEANIE DEPOSIT - 006555 3415 MURPHY RD NASHVILLE TN
07/05	265.00	5/3 JEANIE DEPOSIT - 006555 3415 MURPHY RD NASHVILLE TN

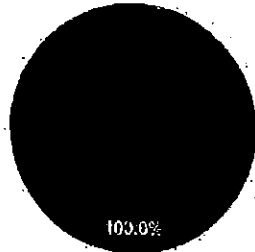
4% Reins totalling \$135,727.60

# Reports

View: Disbursements | Hide Chart

*AUGUST 2016*

## Disbursements From 01/01/16 to 12/31/16



■ Mortgage Payment

*Cancelled*

Paid To	\$ Amount	Deliver By ↑	Status	Pay From	Check	Confirmation
Nationstar Mortgage ...4508	1,940.95	08/04/16	Cancelled	Distinctive Nash ...6494		PAU99K0X
Subtotal: AUG	\$1,940.95					
Nationstar Mortgage ...4508	1,940.95	07/01/16	Paid	Distinctive Nash ...6494		XBR93KLD
Subtotal: JUL	\$1,940.95					
Nationstar Mortgage ...4508	1,940.95	06/03/16	Paid	Distinctive Nash ...6494		FBC9AZIX
Subtotal: JUN	\$1,940.95					
Nationstar Mortgage ...4508	1,940.95	05/04/16	Paid	Distinctive Nash ...6494		WAX912Z1
Subtotal: MAY	\$1,940.95					
Nationstar Mortgage ...4508	1,940.95	04/04/16	Paid	Distinctive Nash ...6494		ZB49HJ52
Subtotal: APR	\$1,940.95					
Nationstar Mortgage ...4508	1,940.95	03/04/16	Paid	Distinctive Nash ...6494		TBU9PJ4T
Subtotal: MAR	\$1,940.95					
Total:	\$11,645.70					

Previously downloaded



Withdrawals / Debits - continued

Date	Amount	Description
01/05	260.00	RECURRING PURCHASE AT APPFOLIO, 805-617-2167, CA ON 010417 FROM CARD#: XXXXXXXXXX08737
01/05	500.00	Linda S Simmons CREDITS 2722097870 010517 OFFSET TRANSACTION
01/05	2,731.91	Linda S Simmons CREDITS 2722097870 010517 OFFSET TRANSACTION
01/05	10,733.03	Linda S Simmons CREDITS 2722097870 010517 OFFSET TRANSACTION
01/05	64.94	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2301
01/05	86.24	5/3 ONLINE PYMT TO WASTE CONN- ACCT XXXXXX8868
01/05	116.71	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5301
01/05	223.54	5/3 ONLINE PYMT TO REPUBLIC S- ACCT XXXXXXX2503
01/05	224.42	5/3 ONLINE PYMT TO WASTE CONN- ACCT XXXXXX3757
01/06	1,020.00	Distinctive Nash 555-555-5555 Return 06000228414190 Distinctive Nashville 010617
01/06	11,360.25	Linda S Simmons CREDITS 2722097870 010617 OFFSET TRANSACTION
01/06	6.19	5/3 ONLINE PYMT TO WATER AUTH- ACCT XXXXXXX0004
01/12	89.25	SERVICE CHARGE
01/13	313.44	RECURRING PURCHASE AT VZWRLSS*BILL PAY V, 800-922-0204, FL ON 011317 FROM CARD#: XXXXXXXXXX08737
01/13	500.00	Linda S Simmons CREDITS 2722097870 011317 OFFSET TRANSACTION
01/13	5,133.51	Linda S Simmons CREDITS 2722097870 011317 OFFSET TRANSACTION
01/13	8,946.22	Linda S Simmons CREDITS 2722097870 011317 OFFSET TRANSACTION
01/13	9,718.48	Linda S Simmons CREDITS 2722097870 011317 OFFSET TRANSACTION
01/13	33.27	5/3 ONLINE PYMT TO OTTAWA COU- ACCT XXXXXX3953
01/13	60.00	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5802
01/13	120.00	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX6802
01/13	333.03	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7301
01/13	1,110.00	5/3 ONLINE PYMT TO ERIE INSUR- ACCT XXXXXX4655
01/17	45.47	WEB INITIATED PAYMENT AT INFINITE ECOMMER IAT PAYPAL 1000482804290 011717
01/18	88.24	Linda S Simmons CREDITS 2722097870 011817 OFFSET TRANSACTION
01/18	783.03	Linda S Simmons CREDITS 2722097870 011817 OFFSET TRANSACTION
01/18	22.15	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXXX6172
01/18	27.16	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXXX4127
01/18	38.30	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3308
01/18	45.84	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX0301
01/18	85.70	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXXX4140
01/18	175.96	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3300
01/18	198.98	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXXX6171
01/18	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXXXX4508
01/18	9,704.75	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXXXX4508
01/19	130.77	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXXXXXX5030
01/20	500.00	Linda S Simmons CREDITS 2722097870 012017 OFFSET TRANSACTION
01/20	3,388.32	Linda S Simmons CASH DISB 2722097870 012017 OFFSET TRANSACTION
01/20	12,408.00	Linda S Simmons CREDITS 2722097870 012017 OFFSET TRANSACTION
01/20	69.12	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7304
01/20	84.64	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3302
01/20	84.64	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7302
01/20	119.18	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2300
01/20	1,353.67	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3300
01/24	19.99	DEBIT CARD PURCHASE AT HORTON GROUP, 615-292-8642, TN ON 012317 FROM CARD#: XXXXXXXXXX08737
01/24	21.95	RECURRING PURCHASE AT INTUIT *QB ONLINE, 800-286-6800, CA ON 012317 FROM CARD#: XXXXXXXXXX08737
01/30	500.00	Linda S Simmons CREDITS 2722097870 013017 OFFSET TRANSACTION
01/30	18,451.92	Linda S Simmons CREDITS 2722097870 013017 OFFSET TRANSACTION
01/30	1.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX8302
01/30	13.30	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3308
01/30	45.46	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXXX0525
01/30	122.38	5/3 ONLINE PYMT TO REPUBLIC S- ACCT XXXXXXX7082
01/30	184.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3300
01/30	295.86	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXXX4173
01/30	4,071.07	5/3 ONLINE PYMT TO NASHVILLE- ACCT XXXXXXXXXX6594
01/31	23.92	ATT Payment 034577012EPAYP 013117
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX9800

January 2017  
catch up  
August 2016 -  
December 2016



LINDA S. SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUMYEON  
PO BOX 90617  
NASHVILLE TN 37209-0617

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5516

Statement Period Date: 1/1/2017 - 1/31/2017  
Account Type: BUS ADVANTAGE CHKING  
Account Number: 7361326494

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

### Withdrawals / Debits - continued

Date	Amount	Description
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX0800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX1800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX4800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX6800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX8800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX9800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX0800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX1800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX4800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX6800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX8800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX9800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX0800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX1800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX4800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX6800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX8800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX9800
01/31	10.74	5/3 ONLINE PYMT TO GREATER DI- ACCT XXXXXX0595
01/31	30.00	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3800
01/31	50.00	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXX99003
01/31	71.65	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXX003001
01/31	301.83	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXX003009
01/31	1,056.00	5/3 ONLINE PYMT TO ERIE INSUR- ACCT XXXXX4731
01/31	1,413.45	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXX00005029
01/31	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXX00004508

February 2017

### Deposits / Credits

Date	Amount	Description
01/03	35.00	APPFOLIO INC 8666481536 754812116635 010317
01/03	150.00	Linda S Simmons DEBITS 2722097870 010317 OFFSET TRANSACTION
01/03	547.00	MDHA SEC 8 ACH 28554486 DISTINCTIVE NASH RENTA 010317
01/03	17,333.60	Distinctive Nash 555-555-5555 Settlement 000002200608166 Distinctive Nashville 010317
01/03	18,500.30	Distinctive Nash 555-555-5555 Settlement 000002205240858 Distinctive Nashville 010317
01/04	410.00	APPFOLIO INC 8666481536 712811700032 010417
01/04	450.00	APPFOLIO INC 8666481536 69081134495 010417
01/04	900.00	APPFOLIO INC 8666481536 708811668660 010417
01/04	6,422.50	Distinctive Nash 555-555-5555 Settlement 000002212702774 Distinctive Nashville 010417
01/04	150.00	5/3 JEANIE DEPOSIT - 005903 5625 CHARLOTTE PIKE NASHVILLE TN
01/04	150.00	5/3 JEANIE DEPOSIT - 005903 5625 CHARLOTTE PIKE NASHVILLE TN
01/04	150.00	5/3 JEANIE DEPOSIT - 005903 5625 CHARLOTTE PIKE NASHVILLE TN
01/04	150.00	5/3 JEANIE DEPOSIT - 005903 5625 CHARLOTTE PIKE NASHVILLE TN
01/05	750.00	DEPOSIT
01/05	12,302.50	Distinctive Nash 555-555-5555 Settlement 000002222018652 Distinctive Nashville 010517

36 Items totaling \$140,586.16

**FIFTH THIRD BANK**  
 (TENNESSEE)  
 P.O. BOX 637900 CINCINNATI OH 45263-0900  
 LINDA S SIMMONS  
 DISTINCTIVE NASHVILLE RENTALS  
 OR RON RURYEON  
 PO BOX 90617  
 NASHVILLE TN 37209-0617

Statement Period Dates: 2/1/2017 - 2/28/2017  
 Account Type: BUS ADVANTAGE CHXING  
 Account Number: 7361326194

Banking Center: Metrocenter  
 Banking Center Phone: 615-248-0729  
 Business Banking Support: 877-534-2264

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**Withdrawals / Debits - continued**

Date	Amount	Description
02/23	321.93	RECURRING PURCHASE AT VZWRLSS*BILL PAY V, 800-922-0204, FL ON 022317 FROM CARD#: XXXXXXXXXX08737
02/23	50.00	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXXXXX09003
02/23	71.76	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXXXXX0001
02/23	963.35	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXXXXX5629
02/24	19.99	DEBIT CARD PURCHASE AT HORTON GROUP, 615-292-8642, TN ON 022317 FROM CARD#: XXXXXXXXXX08737
02/24	21.95	RECURRING PURCHASE AT INTUIT *QB ONLINE, 800-286-6800, CA ON 022317 FROM CARD#: XXXXXXXXXX08737
02/24	40.00	WEB INITIATED PAYMENT AT PAYPAL INST XFER SHONMCNEAL1 022417
02/27	15.00	WEB INITIATED PAYMENT AT PAYPAL INST XFER SHONMCNEAL1 022717
02/27	33.58	METRO WATER UT BILL 0021330301 022717
02/28	500.00	Linda S Simmons CREDITS 2722097870 022817 OFFSET TRANSACTION
02/28	1,019.50	WEB INITIATED PAYMENT AT PAYPAL INST XFER LASVEGASCOM 022817
02/28	11,789.68	Linda S Simmons CREDITS 2722097870 022817 OFFSET TRANSACTION
02/28	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXXX4508

*march 2017*

**Deposits / Credits**

Date	Amount	Description
02/01	1,015.00	APPFOLIO INC 8666481536 731855475077 020117
02/01	12,429.80	Distinctive Nash 555-555-5555 Settlement 000002292665822 Distinctive Nashville 020117
02/02	500.00	APPFOLIO INC 8666481536 685855612494 020217
02/02	41,237.00	Distinctive Nash 555-555-5555 Settlement 000002297572582 Distinctive Nashville 020217
02/03	100.00	Linda S Simmons DEBITS 2722097870 020317 OFFSET TRANSACTION
02/03	1,736.40	DEPOSIT
02/03	3,900.00	APPFOLIO INC 8666481536 676855730480 020317
02/03	7,267.32	Distinctive Nash 555-555-5555 Settlement 000002306100114 Distinctive Nashville 020317
02/06	6,347.00	Distinctive Nash 555-555-5555 Settlement 000002312309074 Distinctive Nashville 020617
02/07	450.00	APPFOLIO INC 8666481536 727855982388 020717
02/07	25,566.44	Distinctive Nash 555-555-5555 Settlement 000002320889442 Distinctive Nashville 020717
02/08	1,606.50	Distinctive Nash 555-555-5555 Settlement 000002328513322 Distinctive Nashville 020817
02/09	655.00	APPFOLIO INC 8666481536 723856102772 020917
02/10	100.00	Linda S Simmons DEBITS 2722097870 021017 OFFSET TRANSACTION
02/10	900.00	APPFOLIO INC APPFOLIO 691861994080 021017
02/10	1,489.00	Distinctive Nash 555-555-5555 Settlement 000002335862618 Distinctive Nashville 021017
02/13	650.00	APPFOLIO INC APPFOLIO 711856210948 021317
02/13	990.00	Distinctive Nash 555-555-5555 Settlement 000002339254938 Distinctive Nashville 021317
02/17	100.00	Linda S Simmons DEBITS 2722097870 021717 OFFSET TRANSACTION
02/17	350.00	APPFOLIO INC 8666481536 757868409728 021717
02/21	150.00	MOBILE DEPOSIT
02/21	279.56	Distinctive Nash 555-555-5555 Settlement 000002356125338 Distinctive Nashville 022117
02/21	335.15	DEPOSIT
02/22	2,072.50	Distinctive Nash 555-555-5555 Settlement 000002359133430 Distinctive Nashville 022217
02/23	1,717.00	Distinctive Nash 555-555-5555 Settlement 000002364936406 Distinctive Nashville 022317

29 items totaling \$127,677.08





LINDA S. SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUNYECN  
PO BOX 90617  
NASHVILLE TN 37209-0617

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5652

Statement Period Date: 3/1/2017 - 3/31/2017  
Account Type: BUS ADVANTAGE CHKING  
Account Number: 7361326494

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

### Withdrawals / Debits - continued

Date	Amount	Description
03/22	544.67	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXXXXXX5029
03/27	500.00	Linda S. Simmons CREDITS 2722097870 032717 OFFSET TRANSACTION
03/27	14,546.80	Linda S. Simmons CREDITS 2722097870 032717 OFFSET TRANSACTION
03/28	3,500.00	Linda S. Simmons CREDITS 2722097870 032817 OFFSET TRANSACTION
03/31	78.39	DEBIT CARD PURCHASE AT LEMONGRASS SUSHI &, NASHVILLE, TN ON 033117 FROM CARD#: XXXXXXXXXX1861
03/31	55.00	WEB INITIATED PAYMENT AT PAYPAL INST XFER SHONMCNEAL1 033117
03/31	77.67	5/3 ONLINE PYMT TO AT&T / SBC- ACCT XXXXX4870
03/31	91.56	5/3 ONLINE PYMT TO ERIE INSUR- ACCT XXXXX0137
03/31	429.64	5/3 ONLINE PYMT TO SETERUS IN- ACCT XXXX3944
03/31	481.72	5/3 ONLINE PYMT TO FIDELITY B- ACCT XXXXXXX8302
03/31	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXXXX4508
03/31	1,947.33	5/3 ONLINE PYMT TO SELECT POR- ACCT XXXXXXX4606
03/31	2,575.45	5/3 ONLINE PYMT TO ERIE INSUR- ACCT XXXXX0112

April 2017

### Deposits / Credits

44 items totaling \$148,526.23

Date	Amount	Description
03/01	300.00	MOBILE DEPOSIT
03/01	11,845.00	Distinctive Nash 555-555-5555 Settlement 000002380632810 Distinctive Nashville 030117
03/02	47,485.04	Distinctive Nash 555-555-5555 Settlement 000002386019718 Distinctive Nashville 030217
03/03	1,550.00	APPFOLIO INC 8666481536 689880119424 030317
03/03	12,666.87	Distinctive Nash 555-555-5555 Settlement 000002395601494 Distinctive Nashville 030317
03/06	950.00	APPFOLIO INC 8666481536 693880165132 030617
03/06	8,370.33	Distinctive Nash 555-555-5555 Settlement 000002402732046 Distinctive Nashville 030617
03/07	35.00	APPFOLIO INC 8666481536 698877113791 030717
03/07	341.67	APPFOLIO INC 8666481536 75287715965 030717
03/07	26,630.16	Distinctive Nash 555-555-5555 Settlement 000002411105326 Distinctive Nashville 030717
03/08	100.00	Linda S. Simmons DEBITS 2722097870 030817 OFFSET TRANSACTION
03/09	70.00	APPFOLIO INC 8666481536 753877814630 030917
03/10	100.00	Linda S. Simmons DEBITS 2722097870 031017 OFFSET TRANSACTION
03/10	296.77	Distinctive Nash 555-555-5555 Settlement 000002428026766 Distinctive Nashville 031017
03/10	900.00	APPFOLIO INC APPFOLIO 730877875644 031017
03/13	990.00	Distinctive Nash 555-555-5555 Settlement 000002430787551 Distinctive Nashville 031317
03/14	650.00	APPFOLIO INC APPFOLIO 690892540688 031417
03/16	70.00	APPFOLIO INC 8666481536 733891996620 031617
03/16	70.00	APPFOLIO INC 8666481536 672892122184 031617
03/17	70.00	APPFOLIO INC 8666481536 696892091470 031717
03/17	150.00	MOBILE DEPOSIT
03/17	200.00	Linda S. Simmons DEBITS 2722097870 031717 OFFSET TRANSACTION
03/17	233.68	MOBILE DEPOSIT
03/17	1,210.00	Distinctive Nash 555-555-5555 Settlement 00000244423546 Distinctive Nashville 031717
03/20	58.12	MOBILE DEPOSIT
03/20	150.00	MOBILE DEPOSIT
03/20	150.00	MOBILE DEPOSIT
03/20	283.13	MOBILE DEPOSIT
03/20	750.00	MOBILE DEPOSIT
03/20	750.00	MOBILE DEPOSIT

Page 3 of 4



LINDA S SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUNYON  
PO BOX 90617  
NASHVILLE TN 37209-0617

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5624

Statement Period Date: 4/1/2017 - 4/30/2017  
Account Type: BUS ADVANTAGE CHKING  
Account Number: 7361326494

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

Withdrawals / Debits - continued

Date	Amount	Description
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX0800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX1800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX9800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX1800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX1800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX9800
04/28	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX4800
04/28	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR-ACCT XXXXXX00001508

May 2017

Deposits / Credits

32 Items totaling \$124,542.30

Date	Amount	Description
04/03	100.00	Linda S Simmons DEBITS 2722097870 040317 OFFSET TRANSACTION
04/03	12,718.66	Distinctive Nash 555-555-5555 Settlement 000002482301750 Distinctive Nashville 040317
04/04	500.00	APPFOLIO INC 8666481536 711909474923 040417
04/04	1,450.00	APPFOLIO INC 8666481536 674909448921 040417
04/04	50,684.98	Distinctive Nash 555-555-5555 Settlement 000002492069858 Distinctive Nashville 040417
04/05	17,928.80	Distinctive Nash 555-555-5555 Settlement 000002504914574 Distinctive Nashville 040517
04/06	5,915.00	Distinctive Nash 555-555-5555 Settlement 000002511001794 Distinctive Nashville 040617
04/07	200.00	Linda S Simmons DEBITS 2722097870 040717 OFFSET TRANSACTION
04/07	900.00	APPFOLIO INC APPFOLIO 713905609845 040717
04/07	4,098.68	Distinctive Nash 555-555-5555 Settlement 000002516945530 Distinctive Nashville 040717
04/10	1,445.00	Distinctive Nash 555-555-5555 Settlement 000002521435050 Distinctive Nashville 041017
04/11	990.00	Distinctive Nash 555-555-5555 Settlement 000002525734874 Distinctive Nashville 041117
04/12	855.00	APPFOLIO INC 8666481536 757909886894 041217
04/14	200.00	Linda S Simmons DEBITS 2722097870 041417 OFFSET TRANSACTION
04/14	650.00	APPFOLIO INC APPFOLIO 677920700709 041417
04/18	35.00	APPFOLIO INC 8666481536 781922381164 041817
04/18	70.00	APPFOLIO INC 8666481536 679920947642 041817
04/18	1,205.53	DEPOSIT
04/18	1,500.00	DEPOSIT
04/18	1,556.79	Distinctive Nash 555-555-5555 Settlement 000002543978182 Distinctive Nashville 041817
04/19	660.00	APPFOLIO INC 8666481536 669920935928 041917
04/20	900.00	DEPOSIT
04/20	1,050.00	Distinctive Nash 555-555-5555 Settlement 000002553833226 Distinctive Nashville 042017
04/24	200.00	Linda S Simmons DEBITS 2722097870 042417 OFFSET TRANSACTION
04/24	940.00	Distinctive Nash 555-555-5555 Settlement 000002557729390 Distinctive Nashville 042417
04/25	525.00	Distinctive Nash 555-555-5555 Settlement 000002560833214 Distinctive Nashville 042517
04/26	35.00	APPFOLIO INC 8666481536 674929823193 042617
04/26	3,044.50	Distinctive Nash 555-555-5555 Settlement 000002566152222 Distinctive Nashville 042617



LINDA S SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUNYEON  
PO BOX 90617  
NASHVILLE TN 37209-0617

Statement Period Date: 5/1/2017 - 5/31/2017  
Account Type: BUS ADVANTAGE CHKING  
Account Number: 7361326494

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

5491

Withdrawals / Debits - continued

Date	Amount	Description
05/24	62.20	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXXXXXX001
05/24	67.68	5/3 ONLINE PYMT TO PIEDMONT N- ACCT XXXXXXXXXX029
05/25	30.36	WEB INITIATED PAYMENT AT COMCAST CABLE 5659984 052517
05/25	224.76	WEB INITIATED PAYMENT AT REPUBLICSERVICES RSIBILLPAY 308400022503 052517
05/26	500.00	Linda S Simmons CREDITS 2722097870 052617 OFFSET TRANSACTION
05/26	10,071.76	Linda S Simmons CREDITS 2722097870 052617 OFFSET TRANSACTION
05/31	203.18	WEB INITIATED PAYMENT AT WASTE CONNECTION WEB_PAY 24498178052917 053117
05/31	251.35	WEB INITIATED PAYMENT AT WASTE CONNECTION WEB_PAY 24498185052917 053117
05/31	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXXXX04508

June 2017

Deposits / Credits

Date	Amount	Description
05/01	1,375.00	Distinctive Nash 555-555-5555 Settlement 000002575297234 Distinctive Nashville 050117
05/02	69,958.24	Distinctive Nash 555-555-5555 Settlement 000002581255374 Distinctive Nashville 050217
05/03	1,700.00	APPFOLIO INC 8666481536 748933985903 050317
05/03	6,827.32	Distinctive Nash 555-555-5555 Settlement 000002594705294 Distinctive Nashville 050317
05/04	535.00	APPFOLIO INC 8666481536 718930470412 050417
05/04	7,592.00	Distinctive Nash 555-555-5555 Settlement 000002601575602 Distinctive Nashville 050417
05/05	200.00	Linda S Simmons DEBITS 2722097870 050517 OFFSET TRANSACTION
05/05	6,100.00	Distinctive Nash 555-555-5555 Settlement 000002607449574 Distinctive Nashville 050517
05/08	70.00	APPFOLIO INC 8666481536 681939665556 050817
05/08	900.00	APPFOLIO INC APPFOLIO 732939678678 050817
05/08	20,303.56	Distinctive Nash 555-555-5555 Settlement 000002613239766 Distinctive Nashville 050817
05/09	775.00	APPFOLIO INC 8666481536 732942577562 050917
05/09	1,350.00	Distinctive Nash 555-555-5555 Settlement 000002619765894 Distinctive Nashville 050917
05/10	105.00	APPFOLIO INC 8666481536 676939853412 051017
05/11	140.00	APPFOLIO INC 8666481536 683939908325 051117
05/11	1,002.00	Distinctive Nash 555-555-5555 Settlement 000002630595510 Distinctive Nashville 051117
05/12	120.87	Linda S Simmons DEBITS 2722097870 051217 OFFSET TRANSACTION
05/12	895.16	Distinctive Nash 555-555-5555 Settlement 000002633689954 Distinctive Nashville 051217
05/15	35.00	APPFOLIO INC 8666481536 670940003929 051517
05/16	35.00	APPFOLIO INC 8666481536 664940123876 051617
05/16	35.00	APPFOLIO INC 8666481536 757945436601 051617
05/16	185.00	APPFOLIO INC 8666481536 716944324144 051617
05/17	742.76	APPFOLIO INC 8666481536 669940174588 051717
05/18	300.00	DEPOSIT
05/18	2,400.00	Distinctive Nash 555-555-5555 Settlement 000002649437398 Distinctive Nashville 051817
05/19	70.00	APPFOLIO INC 8666481536 683950583947 051917
05/19	100.00	Linda S Simmons DEBITS 2722097870 051917 OFFSET TRANSACTION
05/19	550.00	Distinctive Nash 555-555-5555 Settlement 000002654455890 Distinctive Nashville 051917
05/22	103.00	Distinctive Nash 205-264-4275 Settlement C/M31 Distinctive Nashville 052217
05/23	288.75	APPFOLIO INC 8666481536 692952773833 052317
05/23	1,590.00	Distinctive Nash 205-264-4275 Settlement JWP41 Distinctive Nashville 052317
05/24	50.00	APPFOLIO INC 8666481536 704952801992 052417
05/24	1,149.66	DEPOSIT
05/24	2,450.97	Distinctive Nash 205-264-4275 Settlement 1ND51 Distinctive Nashville 052417
05/25	785.00	APPFOLIO INC 8666481536 689952944497 052517

42 Items totaling \$173,196.54



LINDA S SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUNYON  
PO BOX 90617  
NASHVILLE TN 37209-0617

0

5708

Statement Period Date: 6/1/2017 - 6/30/2017  
Account Type: BUS ADVANTAGE CHKING  
Account Number: 7361326494

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

July 2017

Withdrawals / Debits - continued

Date	Amount	Description
06/20	12,956.51	Linda S Simmons CREDITS 2722097870 062017 OFFSET TRANSACTION
06/20	8.95	5/3 ONLINE PYMT TO GREATER DF- ACCT XXXXXXXX4595
06/21	601.14	WEB INITIATED PAYMENT AT REPUBLICSERVICES ASIBILLPAY 308400017082 062117
06/21	5,440.15	HERITAGE BANK DDA PYMT 062117
06/23	125.00	WEB INITIATED PAYMENT AT PAYPAL INST XFER SPIRITOFATL 062317
06/26	19.99	DEBIT CARD PURCHASE AT HORTON GROUP, 615-292-8642, TN ON 062317 FROM CARD#: XXXXXXXXXX1861
06/26	18.91	Greater Dickson Bank Draft 021575 062617
06/26	500.00	Linda S Simmons CREDITS 2722097870 062617 OFFSET TRANSACTION
06/26	10,022.51	Linda S Simmons CREDITS 2722097870 062617 OFFSET TRANSACTION
06/27	53.59	METRO WATER UT BILL 0021330301 062717
06/27	69.12	METRO WATER UT BILL 0021497304 062717
06/27	32.76	MERCHANT PAYMENT NNT CELLULAR SAL - 372004 7625 US HWY 70 SOUTH NASHVILLE TN ON 062717 FROM CARD#: XXXXXXXXXX186X
06/28	79.76	DEBIT CARD PURCHASE AT CHEATHAM COUNTY CL, 08665145192, TN ON 062817 FROM CARD#: XXXXXXXXXX1861
06/28	64.05	PIEDMONT N. G. DRAFT 9001715543001 062817
06/28	5,359.22	Linda S Simmons CREDITS 2722097870 062817 OFFSET TRANSACTION
06/29	50.19	PIEDMONT N. G. DRAFT 5002584439003 062917
06/29	79.76	PIEDMONT N. G. DRAFT 9001356905029 062917
06/30	77.67	5/3 ONLINE PYMT TO AT&T / SBC- ACCT XXXXX4870
06/30	91.56	5/3 ONLINE PYMT TO ERIE INSUR- ACCT XXXXX0137
06/30	481.72	5/3 ONLINE PYMT TO FIDELITY B- ACCT XXXXX6302
06/30	640.37	5/3 ONLINE PYMT TO SETERUS IN- ACCT XXXXX3944
06/30	1,246.29	5/3 ONLINE PYMT TO INDYMAC BA- ACCT XXXXXXX0020
06/30	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXX4508
06/30	1,947.33	5/3 ONLINE PYMT TO SELECT FOR- ACCT XXXXX1582
06/30	2,575.45	5/3 ONLINE PYMT TO ERIE INSUR- ACCT XXXXX0112

Deposits / Credits

Date	Amount	Description
06/01	35.00	APPFOLIO INC 8666481536 737953429628 060117
06/01	13,929.92	Distinctive Nash 205-264-4275 Settlement Y0P1 Distinctive Nashville 060117
06/02	35.00	APPFOLIO INC 8666481536 678953646315 060217
06/02	300.00	APPFOLIO INC APPFOLIO 721953657309 060217
06/02	32,680.00	Distinctive Nash 205-264-4275 Settlement HVF21 Distinctive Nashville 060217
06/05	100.00	Linda S Simmons DEBITS 2722097870 060517 OFFSET TRANSACTION
06/05	550.00	Distinctive Nash 205-264-4275 Settlement YSR62 Distinctive Nashville 060517
06/05	1,141.00	APPFOLIO INC 8666481536 708953691113 060517
06/05	21,333.60	Distinctive Nash 205-264-4275 Settlement 28PS2 Distinctive Nashville 060517
06/06	375.00	APPFOLIO INC 8666481536 668953943754 060617
06/06	450.00	APPFOLIO INC 8666481536 720953949980 060617
06/06	1,080.00	APPFOLIO INC 8666481536 719953948586 060617
06/06	27,443.56	Distinctive Nash 205-264-4275 Settlement 3MTF2 Distinctive Nashville 060617
06/07	865.00	APPFOLIO INC 8666481536 690954070069 060717
06/07	900.00	APPFOLIO INC APPFOLIO 752954077314 060717
06/07	2,200.00	Distinctive Nash 205-264-4275 Settlement MMW12 Distinctive Nashville 060717

38 Items totaling \$144,719.40

**FIFTH THIRD BANK**  
 (TENNESSEE)  
 P.O. BOX 626900 CINCINNATI OH 45263-0900

LINDA S SIMMONS  
 DISTINCTIVE NASHVILLE RENTALS  
 OR RON RUNYEON  
 PO BOX 90617  
 NASHVILLE TN 37209-0617

Statement Period Date: 7/1/2017 - 7/31/2017  
 Account Type: BUS ADVANTAGE CHKING  
 Account Number: 7361326494

Banking Center: Metrocenter  
 Banking Center Phone: 615-248-0729  
 Business Banking Support: 877-534-2264

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 5565

**Withdrawals / Debits - continued**

Date	Amount	Description
07/27	8.62	5/3 ONLINE PYMT TO GREATER DE ACCT XXXXXXXX4595
07/27	22.37	5/3 ONLINE PYMT TO WATER AUTH- ACCT XXXXXXXX0004
07/28	23.05	MERCHANT PAYMENT PUBLIC SUPER MAR - 753175 4480 S COBB DR SMYRNA GA ON 072817 FROM CARD#: XXXXXXXX0000186X
07/28	62.20	PIEDMONT N. G. DRAFT 9001715543001 072817
07/28	85.00	PEST, Inc 6158514912 PEST Inc 111661 4039 Distinctive Nashville 072817
07/31	10.76	ATT Payment 285946011EPAYN 073117
07/31	50.19	PIEDMONT N. G. DRAFT 5002584439003 073117
07/31	53.59	METRO WATER UT BILL 0021330301 073117
07/31	59.43	PIEDMONT N. G. DRAFT 9001356905029 073117
07/31	61.36	METRO WATER UT BILL 0021337302 073117
07/31	61.36	METRO WATER UT BILL 0021497304 073117
07/31	61.36	METRO WATER UT BILL 0021503302 073117
07/31	136.26	METRO WATER UT BILL 0021332300 RONALD RUNYEON 073117
07/31	286.97	METRO WATER UT BILL 0046363300 DUNHAM STATION CONDOS 073117
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX9800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX0800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX1800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX2800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX3800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX4800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX5800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX6800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX7800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX8800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX9800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX0800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX1800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX2800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX3800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX4800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX5800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX6800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX7800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX8800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX9800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX0800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX1800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX2800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX3800
07/31	4.50	5/3 ONLINE PYMT TO METRO WATER- ACCT XXXXXXXX4800
07/31	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXX0004508

August 2017

**Deposits / Credits**

Date	Amount	Description
07/03	100.00	Linda S Simmons DEBITS 2722097870 070317 OFFSET TRANSACTION
07/03	600.00	APPFOLIO INC 8666481536 683987090780 070317
07/03	600.00	Distinctive Nash 877-542-2244 Settlement VZJC3 Distinctive Nashville 070317
07/03	16,962.50	Distinctive Nash 877-542-2244 Settlement H1QB3 Distinctive Nashville 070317
07/05	550.00	APPFOLIO INC 8666481536 751987260914 070517
07/05	3,491.63	DEPOSIT

38 items totalling \$136,866.20



LINDA S SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUNYEON  
PO BOX 90617  
NASHVILLE TN 37209-0617

0  
5605

Statement Period Date: 8/1/2017 - 8/31/2017  
Account Type: BUS ADVANTAGE CHKING  
Account Number: 7361326494

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

# Withdrawals / Debits - continued

Date	Amount	Description
08/25	7.06	Greater Dickson Bank Draft 021575 082517
08/25	85.00	PEST, Inc 6158514912 PESTInc 111661 4039 Distinctive Nashville 082517
08/25	500.00	Linda S Simmons CREDITS 2722097870 082517 OFFSET TRANSACTION
08/25	500.00	Linda S Simmons CREDITS 2722097870 082517 OFFSET TRANSACTION
08/25	500.00	Linda S Simmons CREDITS 2722097870 082517 OFFSET TRANSACTION
08/25	20,626.86	Linda S Simmons CREDITS 2722097870 082517 OFFSET TRANSACTION
08/28	26.79	NASHVILLE ELECT ONLINE PMT CKF046926230NEG DISTINCTIVE NASHVILLE 082817
08/28	36.83	NASHVILLE ELECT ONLINE PMT CKF252342835NEG DISTINCTIVE NASHVILLE 082817
08/28	41.08	METRO WATER UT BILL 0021330301 082817
08/28	48.84	METRO WATER UT BILL 0021337302 082817
08/28	56.59	METRO WATER UT BILL 0021497304 082817
08/28	64.36	METRO WATER UT BILL 0021503302 082817
08/28	122.18	METRO WATER UT BILL 0021332300 RONALD RUNYEON 082817
08/28	133.26	METRO WATER UT BILL 0046363300 DUNHAM STATION CONDOS 082817
08/28	181.79	NASHVILLE ELECT ONLINE PMT CKF591581389NEG DISTINCTIVE NASHVILLE 082817
08/28	22,743.97	Linda S Simmons CREDITS 2722097870 082817 OFFSET TRANSACTION
08/29	50.56	WEB INITIATED PAYMENT AT L2G Metro Water PURC021493 3709581101 082917
08/29	61.28	PIEDMONT N. G. DRAFT 9001715543001 082917
08/29	8.60	5/3 ONLINE PYMT TO GREATER DI- ACCT XXXXXXXX4595
08/29	185.00	OVERDRAFT FEE
08/30	10.76	ATT Payment 638598011EPAYS 083017
08/30	50.19	PIEDMONT N. G. DRAFT 5002584439003 083017
08/30	58.51	PIEDMONT N. G. DRAFT 9001356905029 083017
08/31	29.66	WEB INITIATED PAYMENT AT PYPAL-INST XFER TEESPRING 083117
08/31	40.67	PIEDMONT N. G. DRAFT 5001784933009 083117
08/31	52.02	FIRSTENERGY OPCO ACH 003582513479 083117
08/31	145.08	METRO WATER UT BILL 0022863300 LINDA SIMMONS 083117
08/31	362.26	VERIZON WIRELESS PAYMENTS 020789165400001 083117
08/31	1,925.19	CIT BANK N.A. MTG PYMT 3002810020 083117
08/31	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXX4508

September 2017

## Deposits / Credits

Date	Amount	Description
08/01	35.00	APPFOLIO INC 8666481536 706008262003 080117
08/01	25,841.79	Distinctive Nash 877-542-2244 Settlement RLY05 Distinctive Nashville 080117
08/02	450.00	APPFOLIO INC 8666481535 728608582111 080217
08/02	37,005.77	Distinctive Nash 877-542-2244 Settlement KYCF5 Distinctive Nashville 080217
08/03	440.00	APPFOLIO INC 8666481536 757006592630 080317
08/03	9,438.78	Distinctive Nash 877-542-2244 Settlement SPVK5 Distinctive Nashville 080317
08/04	100.00	Linda S Simmons DEBITS 2722097870 080417 OFFSET TRANSACTION
08/04	7,042.00	Distinctive Nash 877-542-2244 Settlement GCWP5 Distinctive Nashville 080417
08/07	1,400.00	APPFOLIO INC 8666481536 746006747651 080717
08/07	2,531.67	Distinctive Nash 877-542-2244 Settlement RZSV5 Distinctive Nashville 080717
08/07	22,242.80	Distinctive Nash 877-542-2244 Settlement NV2V5 Distinctive Nashville 080717
08/08	0.43	Bll.com Verify 015HL2CCFYMS613 Distinctive Nashville 080817
08/08	751.50	APPFOLIO INC 8666481536 735006920981 080817
08/08	900.00	APPFOLIO INC APPFOLIO 738006918491 080817

47 items totaling \$133,013.54

**FIFTH THIRD BANK**  
 (TENNESSEE)  
 P.O. BOX 53090 CINCINNATI OH 45263-0900

LINDA S SIMMONS  
 DISTINCTIVE NASHVILLE RENTALS  
 OR RON RURYEON  
 PO BOX 90617  
 NASHVILLE TN 37209-0617

Statement Period Date: 9/1/2017 - 9/30/2017  
 Account Type: BUS ADVANTAGE CHIKING  
 Account Number: 7361326494

Banking Center: Metrocenter  
 Banking Center Phone: 615-248-0729  
 Business Banking Support: 877-534-2264

5735

**Withdrawals / Debits - continued**

Date	Amount	Description
09/28	19,873.70	Linda S Simmons CREDITS 2722097870 092817 OFFSET TRANSACTION
09/29	27.42	NASHVILLE ELECT ONLINE PMT CKF664064268NEG DISTINCTIVE NASHVILLE 092917
09/29	44.87	NASHVILLE ELECT ONLINE PMT CKF388778697NEG DISTINCTIVE NASHVILLE 092917
09/29	50.19	PIEDMONT N. G. DRAFT 5002584439003 092917
09/29	65.90	NASHVILLE ELECT ONLINE PMT CKF131521554NEG DISTINCTIVE NASHVILLE 092917
09/29	80.69	PIEDMONT N. G. DRAFT 9001356305029 092917
09/29	235.74	NASHVILLE ELECT ONLINE PMT CKF851251601NEG DISTINCTIVE NASHVILLE 092917
09/29	261.29	NASHVILLE ELECT ONLINE PMT CKF079069837NEG DISTINCTIVE NASHVILLE 092917
09/29	77.67	5/3 ONLINE PYMT TO AT&T / SBC- ACCT XXXXX4870
09/29	481.72	5/3 ONLINE PYMT TO FIDELITY B- ACCT XXXXX8302
09/29	640.37	5/3 ONLINE PYMT TO SETERUS IN- ACCT XXXX3944
09/29	1,246.29	5/3 ONLINE PYMT TO INDYMAC BA- ACCT XXXXXX0020
09/29	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXXXX4508
09/29	1,947.33	5/3 ONLINE PYMT TO SELECT POR- ACCT XXXXXX1582

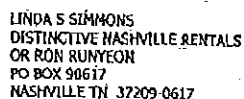
October 2017

**Deposits / Credits**

42 items totaling \$290,623.45

Date	Amount	Description
09/01	12,480.00	Distinctive Nash 877-542-2244 Settlement HB5T6 Distinctive Nashville 090117
09/05	475.00	APPFOLIO INC 8666481536 664043011586 090517
09/05	30,351.76	Distinctive Nash 877-542-2244 Settlement Z2BK7 Distinctive Nashville 090517
09/05	32,860.54	Distinctive Nash 877-542-2244 Settlement 6DM87 Distinctive Nashville 090517
09/05	147,776.86	INCOMING WIRE TRANS 090517
09/06	435.00	APPFOLIO INC 8666481536 712043216774 090617
09/06	450.00	APPFOLIO INC 8666481536 765043232833 090617
09/06	13,847.70	Distinctive Nash 877-542-2244 Settlement RT8P7 Distinctive Nashville 090617
09/07	1,000.00	APPFOLIO INC 8666481536 732043271105 090717
09/07	2,059.42	Distinctive Nash 877-542-2244 Settlement 1X6R7 Distinctive Nashville 090717
09/08	100.00	Linda S Simmons DEBITS 2722097870 090817 OFFSET TRANSACTION
09/08	200.00	Linda S Simmons DEBITS 2722097870 090817 OFFSET TRANSACTION
09/08	686.00	APPFOLIO INC 8666481536 754043299792 090817
09/11	665.00	APPFOLIO INC 8666481536 666043322614 091117
09/11	900.00	APPFOLIO INC APPFOLIO 765043355633 091117
09/12	100.00	Linda S Simmons DEBITS 2722097870 091217 OFFSET TRANSACTION
09/12	200.00	Linda S Simmons DEBITS 2722097870 091217 OFFSET TRANSACTION
09/12	1,872.67	Distinctive Nash 877-542-2244 Settlement 51BW7 Distinctive Nashville 091217
09/13	105.00	APPFOLIO INC 8666481536 663043567293 091317
09/13	19,111.97	Linda S Simmons CASH TRANS 2722097870 091317 OFFSET TRANSACTION
09/14	20.00	Linda S Simmons DEBITS 2722097870 091417 OFFSET TRANSACTION
09/14	100.00	Linda S Simmons DEBITS 2722097870 091417 OFFSET TRANSACTION
09/14	1,201.75	APPFOLIO INC 8666481536 671043612341 091417
09/15	35.00	APPFOLIO INC 8666481536 65904108100 091517
09/15	935.00	Distinctive Nash 877-542-2244 Settlement 578Y7 Distinctive Nashville 091517
09/18	90.00	Distinctive Nash 877-542-2244 Settlement BP6Z7 Distinctive Nashville 091817
09/19	2,090.00	Distinctive Nash 877-542-2244 Settlement M4108 Distinctive Nashville 091917
09/20	35.00	APPFOLIO INC 8666481536 761054520824 092017
09/20	1,366.78	DEPOSIT
09/21	600.00	Distinctive Nash 877-542-2244 Settlement VDG18 Distinctive Nashville 092117

Page 3 of 4



Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264



**FIFTH THIRD BANK**  
(TENNESSEE)  
P.O. BOX 530900 CINCINNATI OH 45262-0900

LINDA S SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUNYEON  
PO BOX 90617  
NASHVILLE TN 37209-0617

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5608

Statement Period Date: 11/1/2017 - 11/30/2017  
Account Type: BUS ADVANTAGE CHECKING  
Account Number: 7361326494

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

**Withdrawals / Debits - continued**

Date	Amount	Description
11/29	170.00	DEBIT CARD PURCHASE AT PEST INC, 615-851-4912, TN ON 112817 FROM CARD#: XXXXXXXXXX1861
11/29	320.00	DEBIT CARD PURCHASE AT PEST INC, 615-851-4912, TN ON 112817 FROM CARD#: XXXXXXXXXX1861
11/29	395.00	DEBIT CARD PURCHASE AT PEST INC, 615-851-4912, TN ON 112817 FROM CARD#: XXXXXXXXXX1861
11/29	67.51	PIEDMONT N. G. DRAFT 9001715543001 112917
11/30	9.99	WEB INITIATED PAYMENT AT PAYPAL INST XFER WASHPOST 113017
11/30	41.78	FIRSTENERGY OPGO ACH 003446131473 113017
11/30	50.19	PIEDMONT N. G. DRAFT 5602584439003 113017
11/30	248.11	PIEDMONT N. G. DRAFT 9001356905029 113017
11/30	500.00	Linda S Simmons CREDITS 2722097870 113017 OFFSET TRANSACTION
11/30	500.00	Linda S Simmons CREDITS 2722097870 113017 OFFSET TRANSACTION
11/30	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXXXX4508

December 2017

**Deposits / Credits**

Date	Amount	Description
11/01	100.00	Linda S Simmons DEBITS 2722097870 110117 OFFSET TRANSACTION
11/01	200.00	Linda S Simmons DEBITS 2722097870 110117 OFFSET TRANSACTION
11/01	13,670.00	Distinctive Nash 877-542-2244 Settlement 37TGB Distinctive Nashville 110117
11/02	37,735.00	Distinctive Nash 877-542-2244 Settlement ZLNXR Distinctive Nashville 110217
11/03	450.00	APPFOLIO INC 8666481536 632091901338 110317
11/03	9,626.06	Distinctive Nash 877-542-2244 Settlement R322C Distinctive Nashville 110317
11/06	440.00	APPFOLIO INC 8666481536 910010823564 110617
11/06	10,160.00	Distinctive Nash 877-542-2244 Settlement 32K6C Distinctive Nashville 110617
11/07	150.00	DEPOSIT
11/07	500.00	APPFOLIO INC 8666481536 910013325850 110717
11/07	23,962.80	Distinctive Nash 877-542-2244 Settlement LYYGC Distinctive Nashville 110717
11/08	900.00	APPFOLIO INC APPFOLIO 759097043926 110817
11/08	1,453.00	APPFOLIO INC 8666481536 740097043075 110817
11/09	335.15	DEPOSIT
11/09	350.00	Distinctive Nash 877-542-2244 Settlement RDXKC Distinctive Nashville 110917
11/09	840.00	APPFOLIO INC 8666481536 734097099145 110917
11/10	890.00	Distinctive Nash 877-542-2244 Settlement BCFLC Distinctive Nashville 111017
11/13	200.00	Linda S Simmons DEBITS 2722097870 111317 OFFSET TRANSACTION
11/13	600.00	Linda S Simmons DEBITS 2722097870 111317 OFFSET TRANSACTION
11/13	1,045.00	Distinctive Nash 877-542-2244 Settlement SYPMC Distinctive Nashville 111317
11/13	31,270.64	Linda S Simmons DEBITS 2722097870 111317 OFFSET TRANSACTION
11/14	935.00	Distinctive Nash 877-542-2244 Settlement MKANC Distinctive Nashville 111417
11/15	45.44	DEPOSIT
11/15	1,198.00	APPFOLIO INC 8666481536 765097436613 111517
11/15	1,797.00	5/3 ONLINE PYMT TO HOMEQ SERV- ACCT XXXXXXXX0634
11/16	70.00	APPFOLIO INC 8666481536 733097497073 111617
11/17	100.00	Linda S Simmons DEBITS 2722097870 111717 OFFSET TRANSACTION
11/17	150.00	Distinctive Nash 877-542-2244 Settlement ZM3QC Distinctive Nashville 111717
11/17	200.00	Linda S Simmons DEBITS 2722097870 111717 OFFSET TRANSACTION
11/17	670.00	APPFOLIO INC 8666481536 724108666492 111717
11/17	2,731.91	Linda S Simmons DEBITS 2722097870 111717 OFFSET TRANSACTION
11/21	1,095.00	Distinctive Nash 877-542-2244 Settlement 000003317699593 Distinctive Nashville 112117
11/22	1,250.00	Distinctive Nash 877-542-2244 Settlement 000003323418385 Distinctive Nashville 112217

44 Items totaling \$181,313.64



LINDA S SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUNYEON  
PO BOX 90617  
NASHVILLE TN 37209-0617

Statement Period Date: 12/1/2017 - 12/31/2017  
Account Type: BUS ADVANTAGE CHKING  
Account Number: 7361326494

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

6285

### Withdrawals / Debits - continued

Date	Amount	Description
12/28	82.03	METRO WATER UT BILL 0046363300 DUNHAM STATION CONDOS 122817
12/28	160.00	PEST, Inc 6158514912 PESTInc 111661 4039 Distinctive Nashville 122817
12/28	180.00	PEST, Inc 6158514912 PESTInc 111661 4039 Distinctive Nashville 122817
12/28	1,233.00	STATE FARM RO 08 CPC-CLIENT 16 F B2W8112 RONALD RUNYEON 122817
12/29	64.48	PIEDMONT N. G. DRAFT 9001715543001 122917
12/29	443.48	WEB INITIATED PAYMENT AT COMCAST CORPORAT CABLE SVC 2182855 122917
12/29	644.80	BANNER BILL Pay 17180908527 122917
12/29	1,481.90	BIS COMM BIS Batch CHEATHAM 122917
12/29	77.67	5/3 ONLINE PYMT TO AT&T / SPC- ACCT XXXXX4870
12/29	481.72	5/3 ONLINE PYMT TO FIDELITY B- ACCT XXXXX8302
12/29	640.37	5/3 ONLINE PYMT TO SETERUS IN- ACCT XXXX3944
12/29	1,246.29	5/3 ONLINE PYMT TO INDMAC BA- ACCT XXXXXXX020
12/29	1,797.00	5/3 ONLINE PYMT TO HOMEQ SERV- ACCT XXXXXXX0634
12/29	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXX04508
12/29	1,947.33	5/3 ONLINE PYMT TO SELECT.POR- ACCT XXXXXXX1582

January 2018

### Deposits / Credits

Date	Amount	Description
12/01	2,458.50	APPFOLIO INC 8666481536 708109697061 120117
12/01	2,731.91	Linda S Simmons DEBITS 2722097870 120117 OFFSET TRANSACTION
12/01	18,723.84	Distinctive Nash Settlement 000003349704501 Distinctive Nashville 120117
12/04	100.00	Linda S Simmons DEBITS 2722097870 120417 OFFSET TRANSACTION
12/04	1,150.00	Distinctive Nash Settlement 000003368231901 Distinctive Nashville 120417
12/04	32,825.48	Distinctive Nash Settlement 000003356730461 Distinctive Nashville 120417
12/05	375.00	APPFOLIO INC 8666481536 753110056706 120517
12/05	2,167.75	APPFOLIO INC 8666481536 714110026861 120517
12/05	29,558.27	Distinctive Nash Settlement 000003371634805 Distinctive Nashville 120517
12/06	13,042.64	Distinctive Nash Settlement 000003383922097 Distinctive Nashville 120617
12/07	365.00	Linda S Simmons DEBITS 2722097870 120717 OFFSET TRANSACTION
12/07	1,000.00	Linda S Simmons DEBITS 2722097870 120717 OFFSET TRANSACTION
12/07	2,024.00	Distinctive Nash Settlement 000003302109269 Distinctive Nashville 120717
12/08	100.00	Linda S Simmons DEBITS 2722097870 120817 OFFSET TRANSACTION
12/08	221.00	Linda S Simmons DEBITS 2722097870 120817 OFFSET TRANSACTION
12/08	335.15	DEPOSIT
12/08	588.00	Distinctive Nash Settlement 000003396816901 Distinctive Nashville 120817
12/08	900.00	APPFOLIO INC APPFOLIO 723125632612 120817
12/11	505.00	Linda S Simmons DEBITS 2722097870 121117 OFFSET TRANSACTION
12/11	1,530.00	APPFOLIO INC 8666481536 910013956570 121117
12/12	475.00	APPFOLIO INC 8666481536 708125944299 121217
12/12	935.00	Distinctive Nash Settlement 000003406439509 Distinctive Nashville 121217
12/13	1,797.00	5/3 ONLINE PYMT TO HOMEQ SERV- ACCT XXXXXXX0634
12/15	35.00	APPFOLIO INC 8666481536 740126216962 121517
12/15	628.00	DEPOSIT
12/18	150.00	Linda S Simmons DEBITS 2722097870 121817 OFFSET TRANSACTION
12/18	812.50	Distinctive Nash Settlement 000003424636277 Distinctive Nashville 121817
12/19	440.00	APPFOLIO INC 8666481536 676121760654 121917
12/19	1,250.00	Distinctive Nash Settlement 000003429180273 Distinctive Nashville 121917

39 Items totaling \$141,206.11



LINDA S SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUNYEON  
PO BOX 90617  
NASHVILLE TN 37209-0617

0

5621

Statement Period Date: 1/1/2018 - 1/31/2018  
Account Type: BUS ADVANTAGE CHECKING  
Account Number: 7361326494

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

Withdrawals / Debits - continued

Date	Amount	Description
01/29	1,374.95	METRO WATER UT BILL 0060093300 DUNHAM STATION CONDOS 012918
01/30	27.69	ATT Payment 638521011EPAYQ 013018
01/30	63.27	PIEDMONT N. G. DRAFT 9001715543001 013018
01/30	1,097.00	ERIE INSURANCE ACW/EB 00000905921041 013018
01/30	1,140.00	ERIE INSURANCE ACW/EB 00000905922107 013018
01/30	23,169.62	Linda S Simmons CREDITS 2722097870 013018 OFFSET TRANSACTION
01/31	50.19	PIEDMONT N. G. DRAFT 5002584439003 013118
01/31	152.16	METRO WATER UT BILL 0022863300 LINDA SIMMONS 013118
01/31	362.46	VERIZON WIRELESS PAYMENTS 020789165400001 013118
01/31	2,198.58	PIEDMONT N. G. DRAFT 9001356905029 013118
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX9800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX0800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX1800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX4800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX6800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX8800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX9800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX0800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX1800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX3800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX4800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX6800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX7800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX8800
01/31	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX9800
01/31	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXX00004508

February 2018

Deposits / Credits

Date	Amount	Description
01/02	9,505.00	Distinctive Nash Settlement 000003466697349 Distinctive Nashville 010218
01/02	44,588.28	Distinctive Nash Settlement 000003472130313 Distinctive Nashville 010218
01/03	363.00	APPFOLIO INC 8666481536 666122489670 010318
01/03	725.00	APPFOLIO INC 8666481536 689122489571 010318
01/03	22,794.64	Distinctive Nash Settlement 000003481482685 Distinctive Nashville 010318
01/04	450.00	APPFOLIO INC 8666481536 740135403353 010418
01/04	4,555.00	Distinctive Nash Settlement 000003493742925 Distinctive Nashville 010418
01/05	150.00	Linda S Simmons DEBITS 2722097870 010518 OFFSET TRANSACTION
01/05	150.00	Linda S Simmons DEBITS 2722097870 010518 OFFSET TRANSACTION
01/05	1,951.97	APPFOLIO INC 8666481536 760127195307 010518
01/05	2,731.91	Linda S Simmons DEBITS 2722097870 010518 OFFSET TRANSACTION

44 items totaling \$287,685.09

Page 3 of 4



LINDA S SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUNYON  
PO BOX 90617  
NASHVILLE TN 37209-0617

Statement Period Date: 2/1/2018 - 2/28/2018  
Account Type: BUS ADVANTAGE CHECKING  
Account Number: 7361326494

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

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5638

# Withdrawals / Debits - continued

Date	Amount	Description
02/27	79.87	METRO WATER UT BILL 0021503302 022718
02/27	87.64	METRO WATER UT BILL 0021337302 022718
02/27	110.92	METRO WATER UT BILL 0021497304 022718
02/27	164.88	METRO WATER UT BILL 0021332300 RONALD RUNYON 022718
02/27	1,516.74	METRO WATER UT BILL 0060093300 DUNHAM STATION CONDOS 022718
02/27	247.50	RETURN DEPOSIT ITEM(S) ADVICE:100914
02/28	63.35	PIEDMONT N. G. DRAFT 9001715543001 022818
02/28	355.28	METRO WATER UT BILL 0016363300 DUNHAM STATION CONDOS 022818
02/28	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXXXX1509

march 2018

# Deposits / Credits

Date	Amount	Description
02/01	18,721.83	Distinctive Nash Settlement 000003598570077 Distinctive Nashville 020118
02/02	825.00	APPFOLIO INC 8666481536 698173901659 020218
02/02	34,347.06	Distinctive Nash Settlement 000003605362321 Distinctive Nashville 020218
02/05	550.00	DEPOSIT
02/05	675.00	APPFOLIO INC 8666481536 760173953555 020518
02/05	8,791.06	Distinctive Nash Settlement 000003617302333 Distinctive Nashville 020518
02/06	150.00	Linda S Simmons DEBITS 2722097870 020618 OFFSET TRANSACTION
02/06	756.00	Linda S Simmons DEBITS 2722097870 020618 OFFSET TRANSACTION
02/06	1,000.00	Linda S Simmons DEBITS 2722097870 020618 OFFSET TRANSACTION
02/06	2,731.91	Linda S Simmons DEBITS 2722097870 020618 OFFSET TRANSACTION
02/06	30,472.80	Distinctive Nash Settlement 000003629464573 Distinctive Nashville 020618
02/07	8,426.30	Distinctive Nash Settlement 000003641401453 Distinctive Nashville 020718
02/08	864.50	Distinctive Nash Settlement 000003647226417 Distinctive Nashville 020818
02/08	900.00	APPFOLIO INC APPFOLIO 910018118589 020818
02/09	35.00	APPFOLIO INC 8666481536 910019387068 020918
02/12	35.00	APPFOLIO INC 8666481536 910021489304 021218
02/12	670.30	DEPOSIT
02/13	35.00	APPFOLIO INC 8666481536 910025353368 021318
02/13	300.00	APPFOLIO INC 8666481536 910025381090 021318
02/13	684.00	Linda S Simmons DEBITS 2722097870 021318 OFFSET TRANSACTION
02/13	804.00	Linda S Simmons DEBITS 2722097870 021318 OFFSET TRANSACTION
02/13	1,688.00	Distinctive Nash Settlement 000003661868653 Distinctive Nashville 021318
02/13	1,797.00	5/3 ONLINE PYMT TO HOMEQ SERV- ACCT XXXXXXXX0634
02/15	1,085.00	Distinctive Nash Settlement 000003673427277 Distinctive Nashville 021518
02/15	1,350.00	APPFOLIO INC 8666481536 691184992528 021518
02/16	1,015.00	Distinctive Nash Settlement 00000367876693 Distinctive Nashville 021618
02/20	710.00	Distinctive Nash Settlement 000003681625369 Distinctive Nashville 022018
02/21	35.00	APPFOLIO INC 8666481536 557188687483 022118
02/21	35.00	APPFOLIO INC 8666481536 593189240594 022118
02/21	200.00	Linda S Simmons DEBITS 2722097870 022118 OFFSET TRANSACTION
02/21	982.60	Linda S Simmons CASH TRANS 2722097870 022118 OFFSET TRANSACTION
02/21	1,738.60	Distinctive Nash Settlement 000003686875397 Distinctive Nashville 022118
02/22	864.25	DEPOSIT
02/22	978.57	Distinctive Nash Settlement 000003693814193 Distinctive Nashville 022218
02/23	380.00	Distinctive Nash Settlement 000003697892093 Distinctive Nashville 022318

40 Items totaling \$141,296.25



Statement Period Date: 3/1/2018 - 3/31/2018  
Account Type: BUS ADVANTAGE CHKING  
Account Number: 7361326494

LINDA S SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUNYEON  
PO BOX 90617  
NASHVILLE TN 37209-0617

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

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484

# Withdrawals / Debits - continued

Date	Amount	Description
03/20	5,440.15	HERITAGE BANK DOA PYMT 032018
03/20	116.79	MERCHANT PAYMENT COSTCO WHSE #063 - 063113 2900 CUMBERLAND MALL SE ATLANTA GA ON 032018 FROM CARD#: XXXXXXXXXX186X
03/21	45.42	DEBIT CARD PURCHASE AT BETTER BUSINESS BU, 615-2501087, TN ON 032018 FROM CARD#: XXXXXXXXXX1861
03/22	30.56	METRO WATER UT BILL 0030456306 032218
03/23	719.00	WEB INITIATED PAYMENT AT COMCAST CORPORAT CABLE SVC 6832510 032318
03/26	19.99	DEBIT CARD PURCHASE AT HORTON GROUP, 615-292-8642, TN ON 032318 FROM CARD#: XXXXXXXXXX1861
03/26	83.87	Greater Dickson Bank Draft 021575 032618
03/26	192.00	Linda S Simmons CASH DISB 2722097870 032618 OFFSET TRANSACTION
03/26	439.38	METRO WATER UT BILL 0017917301 RONALD RUNYEON 032618
03/26	500.00	Linda S Simmons CREDITS 2722097870 032618 OFFSET TRANSACTION
03/26	600.00	Linda S Simmons CASH DISB 2722097870 032618 OFFSET TRANSACTION
03/26	750.00	Linda S Simmons CASH DISB 2722097870 032618 OFFSET TRANSACTION
03/26	1,038.00	Linda S Simmons CASH DISB 2722097870 032618 OFFSET TRANSACTION
03/26	8,528.46	Linda S Simmons CREDITS 2722097870 032618 OFFSET TRANSACTION
03/27	33.33	METRO WATER UT BILL 0021330701 032718
03/27	72.12	METRO WATER UT BILL 0021337302 032718
03/27	87.64	METRO WATER UT BILL 0021503302 032718
03/27	95.39	METRO WATER UT BILL 0021497304 032718
03/27	130.72	METRO WATER UT BILL 0021332300 RONALD RUNYEON 032718
03/27	1,311.14	METRO WATER UT BILL 0060093300 DUNHAM STATION CONDOS 032718
03/28	883.46	DEBIT CARD PURCHASE AT The Spa Guy Inc, 6154816941, TN ON 032718 FROM CARD#: XXXXXXXXXX1861
03/28	65.98	PIEDMONT N. G. DRAFT 9001715543001 032818
03/28	107.64	METRO WATER UT BILL 0046363300 DUNHAM STATION CONDOS 032818
03/29	1.50	METRO WATER UT BILL 0019648302 032918
03/29	50.19	PIEDMONT N. G. DRAFT 5002584939003 032918
03/29	70.00	APPFOLIO INC 8666481536 763222469701 032918
03/29	609.73	PIEDMONT N. G. DRAFT 9001356905029 032918
03/30	29.64	ATT Payment 645902011EPAYV 033018
03/30	29.64	5/3 ONLINE PYMT TO AT&T / SBC- ACCT XXXXX4870
03/30	481.72	5/3 ONLINE PYMT TO FIDELITY B- ACCT XXXXX8302
03/30	640.37	5/3 ONLINE PYMT TO SETERUS IN- ACCT XXXX3944
03/30	1,246.29	5/3 ONLINE PYMT TO LOANCARE S- ACCT XXXXX4771
03/30	1,797.00	5/3 ONLINE PYMT TO HOMEQ SERV- ACCT XXXXX0634
03/30	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXX00004508
03/30	1,947.03	5/3 ONLINE PYMT TO SELECT POR- ACCT XXXXX1582

## Deposits / Credits

Date	Amount	Description
03/01	820.00	APPFOLIO INC 8666481536 742197256215 030118
03/01	21,268.41	Distinctive Nash Settlement 000003719323489 Distinctive Nashville 030118
03/02	27,584.82	Distinctive Nash Settlement 000003727973361 Distinctive Nashville 030218
03/05	450.00	APPFOLIO INC 8666481536 712197375254 030518
03/05	1,070.00	Distinctive Nash Settlement 000003749804997 Distinctive Nashville 030518
03/05	20,213.75	Distinctive Nash Settlement 000003740474108 Distinctive Nashville 030518

41 items totaling \$151,236.34



# Withdrawals / Debits - continued

Date	Amount	Description
04/30	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2800
04/30	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX5800
04/30	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX1800
04/30	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX2800
04/30	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX9800
04/30	4.50	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX4800
04/30	4,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXX00004508

may 2018

## Deposits / Credits

Date	Amount	Description	42 Items totaling \$153,896.63
04/02	481.12	Distinctive Nash Settlement 000003861587353 Distinctive Nashville 040218	
04/02	750.50	APPFOLIO INC 8666481536 718224391146 040218	
04/02	16,270.00	Distinctive Nash Settlement 000003855917637 Distinctive Nashville 040218	
04/03	70.00	APPFOLIO INC 8666481536 552224712426 040318	
04/03	400.00	APPFOLIO INC 8666481536 579224721568 040318	
04/03	830.00	APPFOLIO INC 8666481536 589224889856 040318	
04/03	55,588.88	Distinctive Nash Settlement 000003865489793 Distinctive Nashville 040318	
04/04	605.00	APPFOLIO INC 8666481536 679224517947 040418	
04/04	17,017.80	Distinctive Nash Settlement 000003882343277 Distinctive Nashville 040418	
04/05	10,295.00	Distinctive Nash Settlement 000003891105457 Distinctive Nashville 040518	
04/06	785.00	APPFOLIO INC 8666481536 752224643654 040618	
04/06	11,850.00	Distinctive Nash Settlement 000003899025693 Distinctive Nashville 040618	
04/09	900.00	APPFOLIO INC APPFOLIO 728224662169 040918	
04/09	1,350.00	DEPOSIT	
04/09	7,492.88	Distinctive Nash Settlement 000003906584073 Distinctive Nashville 040918	
04/10	650.00	APPFOLIO INC 8666481536 684232745962 041018	
04/11	1,338.00	Distinctive Nash Settlement 000003921732557 Distinctive Nashville 041118	
04/11	2,970.00	APPFOLIO INC 8666481536 706233121404 041118	
04/12	1,167.00	APPFOLIO INC 8666481536 910055956314 041218	
04/12	2,000.00	Distinctive Nash Settlement 000003930491361 Distinctive Nashville 041218	
04/13	70.00	APPFOLIO INC 8666481536 910058448918 041318	
04/13	310.20	Distinctive Nash Settlement 000003932033153 Distinctive Nashville 041318	
04/16	100.00	Distinctive Nash Settlement 000003935786145 Distinctive Nashville 041618	
04/17	35.00	APPFOLIO INC 8666481536 910073215979 041718	
04/17	195.00	Distinctive Nash Settlement 000003940142737 Distinctive Nashville 041718	
04/20	48.33	Distinctive Nash Settlement 000003957650629 Distinctive Nashville 042018	
04/23	1,077.61	Distinctive Nash Settlement 000003960210785 Distinctive Nashville 042318	
04/24	35.00	APPFOLIO INC 8666481536 910094738395 042418	
04/24	150.00	DEPOSIT	
04/24	2,875.00	Distinctive Nash Settlement 000003964689133 Distinctive Nashville 042418	
04/25	35.00	APPFOLIO INC 8666481536 910098590127 042518	
04/25	2,235.00	Distinctive Nash Settlement 000003972644277 Distinctive Nashville 042518	
04/26	2,268.60	APPFOLIO INC 8666481536 810219038892 042618	
04/27	191.29	KES POWER UTILITY 5345520 042718	
04/27	475.00	APPFOLIO INC 8666481536 755247549705 042718	
04/27	2,130.00	Distinctive Nash Settlement 000003980127189 Distinctive Nashville 042718	
04/30	35.00	APPFOLIO INC 8666481536 810238131127 043018	
04/30	600.00	Linda S Simmons DEBITS 2722097870 043018 OFFSET TRANSACTION	
04/30	600.00	Linda S Simmons DEBITS 2722097870 043018 OFFSET TRANSACTION	
04/30	650.00	Linda S Simmons DEBITS 2722097870 043018 OFFSET TRANSACTION	
04/30	900.00	DEPOSIT	
04/30	6,059.39	Distinctive Nash Settlement 000003984255653 Distinctive Nashville 043018	

**FIFTH THIRD BANK**  
(TENNESSEE)  
P.O. BOX 639900 COLUMBIANA TN 35521-0900

LINDA S SIMMONS  
DISTINCTIVE NASHVILLE RENTALS  
OR RON RUNYEON  
PO BOX 90617  
NASHVILLE TN 37209-0617

Statement Period Date: 5/1/2018 - 5/31/2018  
Account Type: BUS ADVANTAGE CHKING  
Account Number: 7361326494

Banking Center: Metrocenter  
Banking Center Phone: 615-248-0729  
Business Banking Support: 877-534-2264

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479

**Withdrawals / Debits - continued**

Date	Amount	Description
05/15	280.00	5/3 ONLINE PYMT TO METRO WATE- ACCT XXXXXX6802
05/16	39.00	Distinctive Nash Return 000004079856741 Distinctive Nashville 051618
05/16	44.62	INFINITE ENERGY 0773425434 633255825269 051618
05/16	353.65	WEB INITIATED PAYMENT AT REPUBLICSERVICES RSIBILLPAY 308400022503 051618
05/16	14,735.95	Linda S Simmons CREDITS 2722097870 051618 OFFSET TRANSACTION
05/17	27.31	RECURRING PURCHASE AT INTUIT.*QB ONLINE, 800-286-6800, CA ON 051618 FROM CARD#: XXXXXXXXXXXX1861
05/18	104.80	WEB INITIATED PAYMENT AT WASTE CONNECTION WEB_PAY 30178885050118 051818
05/18	256.84	WEB INITIATED PAYMENT AT WASTE CONNECTION WEB_PAY 30178857050118 051818
05/21	45.42	DEBIT CARD PURCHASE AT BETTER BUSINESS BU, 615-2501087, TN ON 052018 FROM CARD#: XXXXXXXXXXXX1861
05/21	363.34	COMCAST CORPORAT CABLE SVC 6434896 052118
05/21	649.00	Distinctive Nash Return 000004093482801 Distinctive Nashville 052118
05/21	5,457.08	HERITAGE BANK DOA PYMT 052118
05/22	941.10	WEB INITIATED PAYMENT AT REPUBLICSERVICES RSIBILLPAY 308400017082 052218
05/23	538.63	METRO WATER UT BILL 0017917301 RONALD RUNYEON 052318
05/24	19.99	DEBIT CARD PURCHASE AT HORTON GROUP, 615-292-8642, TN ON 052318 FROM CARD#: XXXXXXXXXXXX1861
05/24	86.60	DEBIT CARD PURCHASE AT LOWES #01675*, 615-441-5460, TN ON 052318 FROM CARD#: XXXXXXXXXXXX1861
05/25	45.86	Greater Dickson Bank Draft 021575 052518
05/29	1.50	METRO WATER UT BILL 0019648302 052918
05/29	52.09	METRO WATER UT BILL 0021337302 052918
05/29	56.59	METRO WATER UT BILL 0021330301 052918
05/29	64.36	METRO WATER UT BILL 0021503302 052918
05/29	73.48	METRO WATER UT BILL 0046363300 DUNHAM STATION CONDOS 052918
05/29	87.64	METRO WATER UT BILL 0021497304 052918
05/29	130.72	METRO WATER UT BILL 0021332300 RONALD RUNYEON 052918
05/29	227.00	TRAVELERS INSUR INSURANCE 600675956 052918
05/29	343.00	COMCAST CORPORAT CABLE SVC 4286294 052918
05/29	1,268.60	METRO WATER UT BILL 0060093300 DUNHAM STATION CONDOS 052918
05/29	10,493.87	Linda S Simmons CREDITS 2722097870 052918 OFFSET TRANSACTION
05/30	67.08	PIEDMONT N. G. DRAFT 9001715543001 053018
05/30	102.54	METRO WATER UT BILL 00228633001 RONALD RUNYEON 053018
05/31	14.56	ATT Payment: 830207011EPAYF 053118
05/31	50.12	PIEDMONT N. G. DRAFT 5002584939003 053118
05/31	252.77	PIEDMONT N. G. DRAFT 9001356905029 053118
05/31	366.54	VERIZON WIRELESS PAYMENTS 020789165400001 053118
05/31	1,940.95	5/3 ONLINE PYMT TO NATIONSTAR- ACCT XXXXXXXXXX4508

June 2018

**Deposits / Credits**

Date	Amount	Description
05/01	805.20	APPFOLIO INC 8666481536 810268836352 050118
05/01	1,035.00	APPFOLIO INC 8666481536 810268376989 050118
05/01	27,141.14	Distinctive Nash Settlement 000003989417953 Distinctive Nashville 050118
05/02	450.00	APPFOLIO INC 8666481536 692250907372 050218
05/02	34,178.47	Distinctive Nash Settlement 000004001500353 Distinctive Nashville 050218
05/03	450.00	APPFOLIO INC 8666481536 910126580686 050318

37 Items totaling \$152,735.70

Page 3 of 4

# Exhibit "D"

## Map And Parcel/Account (2017) #09116002500

### Property Tax Details for Map And Parcel/Account (2017) #09116002500

General Information		Appraisal Information	Tax Information
B/M #	111339	Appraisal Year: 2017	Appraised Property Value: 467,300.00
Property:	4508 PARK AVE	Land Value: 275,000.00	Taxable Property: x 40%
Owner:	RUNYON, RONALD D. & SIMMONS, LINDA SUE	Improvement Value: 192,300.00	Assessed Taxable Value: 186,920.00
		Personal Property Value: 0.00	
		Total Property Value: 467,300.00	
Mailing Address:	1116 DOG CREEK RD KINGSTON SPRINGS, TN 37082	2017 Tax Rate: 3.15500 (%)	
Control Map:		2017 Tax Levy: 5,897.32	
Group:	16	Interest: 0.00 (+)	
Parcel:	25.00	Existing Payments: 5,897.32 (-)	
P/I:	R	State Relief Given: 0.00 (-)	
S/I:	0	County Relief Given: 0.00	
City Code:	510 NASHVILLE	Balance Due By June 30th, 2018: 0.00	
		Balance if paid next month: 0.00	

[Return to Property Lookup](#)

### Parcel History

Year	Map&Parcel/Account #	Rcpt #	Balance Due	Confirm #
1 2017	<u>09116002500</u>	3535705	0.00	
2 2016	<u>09116002500</u>	3246181	0.00	
3 2015	<u>09116002500</u>	2707121	0.00	
4 2014	<u>09116002500</u>	160548	0.00	
5 2013	<u>09116002500</u>	363868	0.00	
6 2012	<u>09116002500</u>	642554	0.00	
7 2011	<u>09116002500</u>	904263	0.00	
8 2010	<u>09116002500</u>	1171284	0.00	
9 2009	<u>09116002500</u>	1475104	0.00	
10 2008	<u>09116002500</u>	1835125	0.00	
11 2007	<u>09116002500</u>	1986874	0.00	

This property tax bill has already been paid.

### Payment History - 2017 Tax Year

Date	Status	Paid By	Amount
1 12/18/2017	COMPLETED	NATIONSTAR MORTGAGE LLC	5,897.32
			5,897.32

### Payment History - 2016 Tax Year

Date	Status	Paid By	Amount
1 12/16/2016	COMPLETED	NATIONSTAR MORTGAGE LLC	5,887.06
			5,887.06

### Payment History - 2015 Tax Year

Date	Status	Paid By	Amount
1 12/26/2015	COMPLETED	NATIONSTAR MORTGAGE LLC	5,887.06
			5,887.06

2011 Property Tax was 5,793.58  
 2018 Property Taxes were 6,537.04



**Payment History - 2014 Tax Year**

Date	Status	Paid By	Amount
1 12/12/2014	COMPLETED	010578 - NATIONSTAR MORTGAGE LLC	5,887.06
			5,887.06

**Payment History - 2013 Tax Year**

Date	Status	Paid By	Amount
1 12/16/2013	COMPLETED	010578 - HOMeselect SETTLEMENT SOLUTIONS	5,887.06
			5,887.06

**Payment History - 2012 Tax Year**

Date	Status	Paid By	Amount
1 12/19/2012	COMPLETED	010300 - OCWEN LOAN SERVICING, LLC	6,537.04
			6,537.04

**Payment History - 2011 Tax Year**

Date	Status	Paid By	Amount
1 12/17/2011	COMPLETED	010300 - OCWEN LOAN SERVICING, LLC	5,793.58
			5,793.58

**Payment History - 2010 Tax Year**

Date	Status	Paid By	Amount
1 01/21/2011	COMPLETED	OCWEN LOAN	5,793.58
			5,793.58

**Payment History - 2009 Tax Year**

Date	Status	Paid By	Amount
1 12/15/2009	COMPLETED	015114 - CENLAR FED SAVINGS BANK	5,793.58
			5,793.58

**Payment History - 2008 Tax Year**

Date	Status	Paid By	Amount
1 12/09/2008	COMPLETED	73600 - TAYLOR, BEAN & WHITAKER	5,472.28
			5,472.28

**Parcel History**

Year	Map&Parcel/Account #	Rcpt #	Balance Due	Confirm. #
1 2017	09116002500	3535705	0.00	
2 2016	09116002500	3246181	0.00	
3 2015	09116002500	2707121	0.00	
4 2014	09116002500	160548	0.00	
5 2013	09116002500	363068	0.00	
6 2012	09116002500	642554	0.00	
7 2011	09116002500	904263	0.00	
8 2010	09116002500	1171284	0.00	
9 2009	09116002500	1475104	0.00	
10 2008	09116002500	1835125	0.00	
11 2007	09116002500	1986074	0.00	
			0	

If you would like to print a copy of your receipt, bill or all available parcel history, please click the appropriate button below:

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

IN RE:

RONALD D. RUNYEON and  
LINDA SUE SIMMONS,

Debtors.

)  
)  
)  
)  
)  
)

Case No. 310-12006  
Judge Paine  
Chapter 11

**MOTION FOR FINAL DECREE AND FINAL ACCOUNTING**

Ronald D. Runyeon and Linda Sue Simmons (the "Debtors") submit this final accounting and motion for final decree pursuant to Fed. R. Bankr. P. 3022 and Local Bankruptcy Rule 3022-

1:

1. On November 4, 2010, the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

2. The Debtors' Second Amended Plan of Reorganization Dated October 31, 2011, was confirmed by entry of an order on November 2, 2011 (the "Plan") (Docket No. 290).

3. The Effective Date of the Plan is March 15, 2012. Payments to the Class 16 Claimant began November 16, 2011. The Class 16 Allowed Secured Claim is \$1,603,574.23 and the monthly payment pursuant to the Plan is \$11,748.22. The Plan has been substantially consummated.

4. All professional fee applications have been filed with the Court and served on the appropriate parties, as provided in Local Bankruptcy Rule 2016-1.

**PAYMENTS TO CREDITORS**

5. Class 1 consisted of Administrative Claims, of which there were none to be paid.

6. Class 2 consisted of the Allowed Claims of governmental units entitled to priority. Payments to the Cheatham County Trustee, Dickson County Trustee, Humphreys County Trustee and Metropolitan Trustee shall begin on April 1, 2012 and shall continue on a monthly basis for 60 months.

7. Class 3 consisted of the Allowed Secured Claim of Aurora Loan Services. Payments to Aurora Loan Services shall begin on April 1, 2012 and shall continue on a monthly basis for 300 months.

8. Class 4 consisted of the Allowed Secured Claim of BAC Home Loans. Payments to BAC Home Loans shall begin on April 1, 2012 and shall continue on a monthly basis for 360 months.

9. Class 5 consisted of the Allowed Secured Claim of Bank of America. Payments to Bank of America shall begin on March 15, 2012 and shall continue on a monthly basis for 360 months.

10. Class 6 consisted of the Allowed Secured Claim of Ocwen Loan Servicing, LLC. Payments to Ocwen Loan Servicing, LLC shall begin on April 1, 2012 and shall continue on a monthly basis for 360 months.

11. Class 7 consisted of the Allowed Secured Claim of Chase Home Finance. Payments to Chase Home Finance shall begin on April 1, 2012 and shall continue on a monthly basis for 360 months.

12. Class 8 consisted of the Allowed Secured Claim of Fidelity Bank. Payments to Fidelity Bank shall begin on April 1, 2012 and shall continue on a monthly basis for 360 months.

13. Class 9 consisted of the Allowed Secured Claim of GreenBank. GreenBank was granted relief from the automatic stay to proceed with the enforcement of its security interest in

the Class 9 Collateral. Any deficiency balance shall be treated as a Class 18 General Unsecured Claim.

14. Class 10 consisted of the Allowed Secured Claim of Heritage Bank. Payments to Heritage Bank shall begin on March 15, 2012 and shall continue on a monthly basis for 24 months. Additional terms of the agreement between the Debtors and Heritage Bank are detailed in the Plan.

15. Class 11 consisted of the Allowed Secured Claim of Northpointe Bank. Payments to Northpointe Bank shall begin on April 1, 2012 and shall continue on a monthly basis for 12 months. Additional terms of the agreement between the Debtors and Northpointe Bank are detailed in the Plan.

16. Class 12 consisted of the Allowed Secured Claim of OneWest Bank. Payments to OneWest Bank shall begin on April 1, 2012 and shall continue on a monthly basis for 360 months.

17. Class 13 consisted of the Allowed Secured Claim of Regions Bank. No payments shall be made to Regions Bank pursuant to the Plan.

18. Class 14 consisted of the Allowed Secured Claim of Regions Mortgage. Payments to Regions Mortgage shall begin on April 1, 2012 and shall continue on a monthly basis for 360 months.

19. Class 15 consisted of the Allowed Secured Claim of RoundPoint Mortgage. No payments shall be made RoundPoint Mortgage pursuant to the Plan.

20. Class 16 consisted of the Allowed Secured Claim of Southeast Financial Credit Union. Payments to Southeast Financial Credit Union began on November 16, 2011 and shall

continue on a monthly basis for 360 months. Additional terms of the agreement between the Debtors and Southeast Financial Credit Union are detailed in the Plan.

21. Class 15 consisted of the Allowed Secured Claim of SunTrust Bank. No payments shall be made to SunTrust Bank pursuant to the Plan.

22. Class 12 consisted of the Allowed General Unsecured Claims. Payments to the Allowed General Unsecured Claimants shall begin on April 1, 2012 and shall continue on a monthly basis for 60 months.

WHEREFORE, the Debtors pray that this Final Accounting be approved and that a Final Decree be issued pursuant to 11 U.S.C. §350(a), Fed. R. Bankr. P. 3022 and Local Bankruptcy Rule 3022-1, and for such other and further relief as the Court deems appropriate and just.

DATED December 12, 2011.

Respectfully submitted,

/s/ Elliott W. Jones

Elliott W. Jones (#003687)

Warner Jones (#028021)

Emerge Law PLC

1600 Division Street, Suite 675

Nashville, TN 37203

(615) 916-5264

Fax: (615) 916-5261

[elliott@emergelaw.net](mailto:elliott@emergelaw.net)

[warner@emergelaw.net](mailto:warner@emergelaw.net)

ATTORNEYS FOR DEBTORS

**CERTIFICATE OF SERVICE**

It is hereby certified that a true and correct copy of the foregoing has been served on the parties consenting the electronic service in this case and via U.S. Mail, postage prepaid, to the parties on the attached service list, on the 12th day of December, 2011

/s/ Elliott W. Jones

Elliott W. Jones

Exhibit "D"

**mr.  
cooper**

CHANGING THE FACE OF HOME LOANS

P.O. Box 619098  
Dallas, TX 75261-9741

OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

Amy L. Woods  
513 3<sup>rd</sup> Avenue South  
Nashville, TN 37210

July 9, 2018

LOAN NUMBER: 0608113569  
MORTGAGOR NAME:  
Ronald D. Runyeon  
PROPERTY ADDRESS: 4508 Park Avenue,  
Nashville, TN 37209  
COOPER REFERENCE NUMBER:  
LB-07-18-43038

Dear Amy L. Woods:

We received your correspondence on July 9, 2018, regarding the above-referenced loan. We thank you for bringing this matter to our attention. We take all matters seriously and are in the process of reviewing your concerns.

A response will be provided no later than August 17, 2018.

If you have any questions, please contact us via one of the following methods.

Mr. Cooper  
Customer Relations  
PO Box 619098  
Dallas, TX 75261-9741  
phone: 877-783-7480  
facsimile: 972-315-8637  
email: [customerrelationsofficer@mrcooper.com](mailto:customerrelationsofficer@mrcooper.com)

Our hours of operation are Monday through Friday from 8 a.m. to 5 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,

Mr. Cooper  
Customer Relations

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.





CHANGING THE FACE OF HOME LOANS

**Hawaii Residents:** If you believe a loss mitigation option request has been wrongly denied, you may file a complaint with the state division of financial institutions at 808-586-2820 or <http://cca.hawaii.gov/dfi/>.

**New York Residents:** Nationstar Mortgage LLC d/b/a Mr. Cooper is licensed by the New York City Department of Consumer Affairs License Number: 1392003. If you believe a Loss Mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov).

**New York Residents Income Disclosure:** If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: supplemental security income (SSI); social security; public assistance (welfare); spousal support, maintenance (alimony) or child support; unemployment benefits; disability benefits; workers' compensation benefits; public or private pensions; veterans' benefits; federal student loans, federal student grants, and federal work study funds; and ninety percent of your wages or salary earned in the last sixty days.

**Oregon Residents:** There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call 211 or visit [www.oregonhomeownersupport.gov](http://www.oregonhomeownersupport.gov). If you need help finding a lawyer, consult the Oregon State Bar's Lawyer Referral Service online at [www.oregonstatebar.org](http://www.oregonstatebar.org) or by calling 503-684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at 800-452-7636. Free legal assistance may be available if you are very low income. For more information and a directory of legal aid programs, go to [www.oregonlawhelp.org](http://www.oregonlawhelp.org).

**North Carolina Residents:** Nationstar Mortgage LLC d/b/a Mr. Cooper is licensed by the North Carolina Commissioner of Banks, Mortgage Lender License L-103450. Nationstar Mortgage LLC d/b/a Mr. Cooper is also licensed by the North Carolina Department of Insurance, Permit Numbers 105369, 112715, 105368, 111828, 112954, and 113359. If you believe a Loss Mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks website [www.nccob.gov](http://www.nccob.gov).

**Texas Residents:** COMPLAINTS REGARDING THE SERVICING OF A MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).



# Exhibit "E"

**mr. cooper**  
CHANGING THE FACE OF HOME LOANS

8950 Cypress Waters Blvd.  
Coppell, TX 75019

## INFORMATIONAL STATEMENT

### CONTACT INFORMATION

Customer Service: 877-345-8602  
Monday - Friday: 8 a.m. - 5 p.m. CT

[WWW.MR.COOPER.COM](http://WWW.MR.COOPER.COM)

Your Dedicated Loan Specialist is Charlotte Kelly and can be reached at (866)-316-2432 or via mail at:  
8950 Cypress Waters Blvd., Coppell, TX 75019

Statement Date: 07/18/2018  
Loan Number: 608113569  
Payment Due Date: 08/01/2018  
Total Payment Amount: \$10,278.10

Property Address:  
4508 PARK AVE  
NASHVILLE, TN 37209

Our records show that you are a debtor in bankruptcy. We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you. If you wish to stop receiving these statements, please contact us in writing at the address on the following page.

823995.2-NNNN-30101548.1279  
RONALD D RUNYEON  
PO BOX 90617  
NASHVILLE, TN 37209

### Account Information

Interest Bearing Principal Balance \$225,198.63  
Interest Rate 5.000%  
Escrow Balance \$2,595.32

The Principal Balance does not represent the payoff amount of the account and is not to be used for payoff purposes.

### Explanation of Total Payable Amount

Principal	\$429.67
Interest	\$938.33
Escrow Amount (for Taxes and Insurance)	\$687.62
Regular Monthly Payment	\$2,055.62
Total Fees and Charges	\$0.00
Past Unpaid amount	\$8,222.48
Partial Payment (Unapplied)	\$0.00
<b>Total Payment Amount</b>	<b>\$10,278.10</b>

### Past Payments Breakdown

	Payments Rec'd Since 06/20/2018	Paid Year to Date
Principal	\$427.89	\$2,121.77
Interest	\$940.11	\$4,718.23
Escrow (Taxes & Insurance)	\$687.62	\$5,024.18
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
<b>Total</b>	<b>\$2,055.62</b>	<b>\$11,864.18</b>

### Transaction Activity (06/20/2018 to 07/18/2018)

Date	Description	Total	Principal	Interest	Escrow	Other
06/30/2018	Payment	\$2,055.62	\$427.89	\$940.11	\$687.62	
06/30/2018	Adjustment-Misc Suspense	-\$2,055.62				-\$2,055.62
06/30/2018	Partial Payment	\$2,452.14				\$2,452.14
06/30/2018	Adjustment-Misc Suspense	-\$2,452.14				-\$2,452.14

### Important Messages

(See Reverse side for Additional Critical Notices)

If you no longer wish to receive a monthly statement, please send a written request to the following address:

PO Box 613287 Dallas, TX 75261

If you later choose to resume delivery of a monthly statement, you must do so in writing to the same address. Please be aware that we cannot resume delivery of monthly statements if such delivery was halted by an order of the Bankruptcy Court.

Please call Mr. Cooper to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.

DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.

**mr. cooper**  
CHANGING THE FACE OF HOME LOANS

[WWW.MR.COOPER.COM](http://WWW.MR.COOPER.COM)

☐ PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED, ENTER CHANGES ON BACK OF COUPON

RONALD D RUNYEON

MR. COOPER  
PO BOX 619094  
DALLAS, TX 75261-9741

### VOLUNTARY PAYMENT COUPON

ACCOUNT NUMBER  
608113569

TOTAL PAYABLE AMOUNT  
08/01/2018 \$10,278.10

WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND HAVE PAYABLE TO MR. COOPER

ADDITIONAL ESCROW \$  
ADDITIONAL PRINCIPAL \$

TOTAL AMOUNT OF YOUR CHECK  
DO NOT SEND CASH

\*All amounts must be paid in full before additional principal can be made.

0608113569 001027810 001027810



8950 Cypress Waters Blvd.  
Coppell, TX 75019

RONALD D RUNYEON  
PO BOX 90617  
NASHVILLE, TN 37209

## INFORMATIONAL STATEMENT

### CONTACT INFORMATION

Customer Service: 877-343-5602  
Monday - Friday: 9 a.m. - 5 p.m. CT

[www.mrcooper.com](http://www.mrcooper.com)

Your Dedicated Loan Specialist is Charlotte Kelly and can be  
reached at (866)-316-2432 or via mail at:  
8950 Cypress Waters Blvd., Coppell, TX 75019

Statement Date:	07/18/2018
Loan Number:	608113569
Payment Due Date:	08/01/2018
Total Payment Amount:	\$10,278.10

Property Address:  
4508 PARK AVE  
NASHVILLE, TN 37209



622985-2-NNNN-81863558-1279-2

### Transaction Activity (06/20/2018 to 07/18/2018) continued from Page 1

Date	Description	Total	Principal	Interest	Escrow	Other
06/29/2018	Partial Payment	\$1,940.95				\$1,940.95



8050 Cypress Waters Blvd.  
Coppell, TX 75019

OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

RONALD D RUNYEON  
PO BOX 90617  
NASHVILLE, TN 37209

07/18/2018

**LOAN INFO**

LOAN NUMBER: 608113569  
PROPERTY ADDRESS:  
4508 PARK AVE  
NASHVILLE, TN 37209

Dear Ronald Runyeon:

At Mr. Cooper, we're committed to helping homeowners find solutions in times of difficulties.

Our records indicate that you are a debtor in bankruptcy and we are sending you this letter for informational and compliance purposes only. It is not an attempt to collect a debt against you.

**Recent Account History:**

Payment due 02/01/2018: Fully paid on 06/01/2018

Payment due 03/01/2018: Fully paid on 06/30/2018

Payment due 04/01/2018: Unpaid balance of \$2,055.62

Payment due 05/01/2018: Unpaid balance of \$2,055.62

Payment due 06/01/2018: Unpaid balance of \$2,055.62

Payment due 07/01/2018: Unpaid balance of \$2,055.62

Current payment due 08/01/2018: \$2,055.62

As of 07/18/2018, the total payable amount is \$10,278.10 to bring the loan current.

If you wish to voluntarily pay the amount due, please call us to request the full amount due, as the amount stated above may not include recent interest or other charges and credits.

The loan recently transferred to Mr. Cooper. If the payment history above is less than 6 months, please review the prior monthly statements or contact your prior servicer for information regarding the 6-month payment history.

We are here to help. You do have options in addition to the options available in the current bankruptcy proceeding. \*Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of the current loan.
- If you simply can't pay the mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off the current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. To locate a HUD-approved housing counselor who can help you explore possible solutions:

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287

Mr. Cooper is a proud member of the HOPE NOW Alliance. For information about resources that might be able to help you find a solution to your hardship:

- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

If you have any questions, please contact our Customer Service Department at 877-343-5602 or via mail at the address listed above. Our hours of operation are Monday through Friday from 8 a.m. to 5 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,

The Loss Mitigation Department at Mr. Cooper

\*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

Mr. Cooper is simply a new brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a service mark of Nationstar Mortgage LLC. All rights reserved.

Please be advised this communication is sent for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U.S. Bankruptcy Code. If this account has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt against you; however, the servicer/lender reserves the right to exercise the legal rights only against the property securing the loan obligation, including the right to foreclose its lien under appropriate circumstances. Nothing in this communication shall be construed as an attempt to collect against the borrower personally or an attempt to revive personal liability.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.





513 3rd Avenue South | Nashville, TN 37210 | (615) 988-9911 O | (615) 988-9922 F | SoBroLaw.com

Exhibit "F"

August 13, 2018

*Via U.S. Mail, Facsimile, and Electronic Mail*

Mr. Cooper  
Attn: Customer Relations  
P.O. Box 619098  
Dallas, Texas 75261  
Facsimile: (972)315-8637  
E-Mail: customerrelationsofficer@mrcooper.com

**Re: Ronald D. Runyeon and Linda Sue Simmons  
Bankruptcy Case Number 3:10-BK-12006  
Property Address: 4508 Park Avenue  
Account Number: 608113569**

To Whom It May Concern:

Our firm represents Ronald D. Runyeon and Linda Sue Simmons (collectively the "Client") concerning the property located at 4508 Park Avenue (the "Property") and U.S. Bankruptcy case 3:10-BK-12006. On June 29, 2018, we sent a letter to you expressing our concerns regarding the status of this account (enclosed herein as Exhibit "A"). We received a response on July 26, 2018, dated July 9, 2018, which guaranteed a response and / or resolution to the issue on or before August 17, 2018 (enclosed herein as Exhibit "B"). We have received no further communication from Mr. Cooper regarding this matter.

Our Client has made all payments in a timely manner in accordance with the Confirmation Order since April of 2012, and Mr. Cooper has accepted all payments tendered. However, our Client's most recent statement dated July 18, 2018, shows the same issues mentioned in our original letter (enclosed herein as Exhibit "C"). In fact, as of the date of this letter, none of the issues mentioned in the original letter have been addressed or corrected on the updated statement. Our Client would like to resolve this issue without further litigation.

Please accept this letter as formal demand for a full accounting of our Client's account within ten (10) days from the date of this letter.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

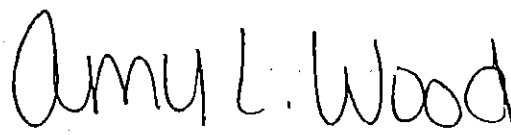
  
Amy L. Wood, Esq.  
AWP

Exhibit "E"

**mr.  
cooper™**

CHANGING THE FACE OF HOME LOANS

P.O. Box 619098  
Dallas, TX 75261-9741

OUR INFO

ONLINE

[www.mrcooper.com](http://www.mrcooper.com)

Amy L. Wood  
Sobro Law Group  
513 3rd Avenue South  
Nashville, TN 37210

August 20, 2018

LOAN NUMBER: 0608113569

MORTGAGOR NAME:

Ronald D. Runyeon

PROPERTY ADDRESS:

4508 Park Avenue

Nashville, TN 37209

COOPER REFERENCE NUMBER:

LB-08-18-01606

Dear Amy L. Wood:

We received your correspondence on August 20, 2018, regarding the above-referenced loan. We thank you for bringing this matter to our attention. We take all matters seriously and are in the process of reviewing your concerns.

A response will be provided no later than October 01, 2018.

If you have any questions, please contact us via one of the following methods.

Mr. Cooper  
Customer Relations  
PO Box 619098  
Dallas, TX 75261-9741  
phone: 877-783-7480  
facsimile: 972-315-8637  
email: [customerrelationsofficer@mrcooper.com](mailto:customerrelationsofficer@mrcooper.com)

Our hours of operation are Monday through Friday from 8 a.m. to 5 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,

Mr. Cooper  
Customer Relations

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.



# Exhibit "M"



8950 Cypress Waters Blvd.  
Coppell, TX 75019



839997.2-NNNN-30112282.2530

RONALD D RUNYEON  
PO BOX 90617  
NASHVILLE, TN 37209

## INFORMATIONAL STATEMENT

### CONTACT INFORMATION

Customer Service: 877-343-5602  
Monday - Friday: 8 a.m. - 5 p.m. CT  
[www.mrcooper.com](http://www.mrcooper.com)

Your Dedicated Loan Specialist is Charlotte Kelly and can be reached at (866)-316-2432 or via mail at:  
8950 Cypress Waters Blvd., Coppell, TX 75019

Statement Date:	08/20/2018
Loan Number:	608113569
Payment Due Date:	09/01/2018
<b>Total Payment Amount:</b>	<b>\$10,278.10</b>

Property Address:  
4508 PARK AVE  
NASHVILLE, TN 37209

Our records show that you are a debtor in bankruptcy. We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you. If you want to stop receiving these statements, please contact us in writing at the address on the following page.

### Account Information

Interest Bearing Principal Balance	\$224,768.96
Interest Rate	5.000%
Escrow Balance	\$3,282.94

The Principal Balance does not represent the payoff amount of this account and is not to be used for payoff purposes.

### Explanation of Total Payable Amount

Principal	\$431.46
Interest	\$936.54
Escrow Amount (for Taxes and Insurance)	\$687.62
<b>Regular Monthly Payment</b>	<b>\$2,055.62</b>
Total Fees and Charges	\$0.00
Past Unpaid amount	\$8,222.48
Partial Payment (Unapplied)	\$0.00
<b>Total Payment Amount</b>	<b>\$10,278.10</b>

### Past Payments Breakdown

	Payments Rec'd Since 07/21/2018	Paid Year to Date
Principal	\$429.67	\$2,551.44
Interest	\$938.33	\$5,656.56
Escrow (Taxes & Insurance)	\$687.62	\$5,711.80
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
<b>Total</b>	<b>\$2,055.62</b>	<b>\$13,919.80</b>

### Transaction Activity (07/21/2018 to 08/20/2018)

Date	Description	Total	Principal	Interest	Escrow	Other
08/01/2018	Payment	\$2,055.62	\$429.67	\$938.33	\$687.62	
08/01/2018	Adjustment-Misc Suspense	-\$2,055.62				-\$2,055.62
08/01/2018	Partial Payment	\$2,055.62				\$2,055.62
08/01/2018	Adjustment-Misc Suspense	-\$2,055.62				-\$2,055.62

### Important Messages

(See Reverse side for Additional Critical Notices)

If you no longer wish to receive a monthly statement, please send a written request to the following address:  
PO Box 613267 Dallas, TX 75261

If you later choose to resume delivery of a monthly statement, you must do so in writing to the same address. Please be aware that we cannot resume delivery of monthly statements if such delivery was halted by an order of the Bankruptcy Court.

Please call Mr. Cooper to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

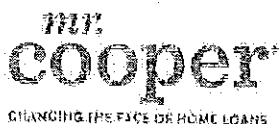
839997.2-NNNN-85161285-2530.1

Transaction Activity (07/21/2018 to 08/20/2018) continued from Page 1

Date	Description	Total	Principal	Interest	Escrow	Other
07/31/2018	Partial Payment	\$1,940.95				\$1,940.95



839997.2-NNNN-85161285-2530.2



8950 Cypress Waters Blvd.  
Coppell, TX 75019

OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

RONALD D RUNYEON  
PO BOX 90617  
NASHVILLE, TN 37209

08/20/2018

**LOAN INFO**

LOAN NUMBER: 608113569  
PROPERTY ADDRESS:  
4508 PARK AVE  
NASHVILLE, TN 37209

Dear Ronald Runyeon:

At Mr. Cooper, we're committed to helping homeowners find solutions in times of difficulties.

Our records indicate that you are a debtor in bankruptcy and we are sending you this letter for informational and compliance purposes only. It is not an attempt to collect a debt against you.

**Recent Account History:**

Payment due 03/01/2018: Fully paid on 06/30/2018

Payment due 04/01/2018: Fully paid on 08/01/2018

Payment due 05/01/2018: Unpaid balance of \$2,055.62

Payment due 06/01/2018: Unpaid balance of \$2,055.62

Payment due 07/01/2018: Unpaid balance of \$2,055.62

Payment due 08/01/2018: Unpaid balance of \$2,055.62

**Current payment due 09/01/2018: \$2,055.62**

As of 08/20/2018, the total payable amount is \$10,278.10 to bring the loan current.

If you wish to voluntarily pay the amount due, please call us to request the full amount due, as the amount stated above may not include recent interest or other charges and credits.

The loan recently transferred to Mr. Cooper. If the payment history above is less than 6 months, please review the prior monthly statements or contact your prior servicer for information regarding the 6-month payment history.

We are here to help. You do have options in addition to the options available in the current bankruptcy proceeding. \*Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of the current loan.
- If you simply can't pay the mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off the current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. To locate a HUD-approved housing counselor who can help you explore possible solutions:

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287

Mr. Cooper is a proud member of the HOPE NOW Alliance. For information about resources that might be able to help you find a solution to your hardship:

- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

If you have any questions, please contact our Customer Service Department at 877-343-5602 or via mail at the address listed above. Our hours of operation are Monday through Friday from 8 a.m. to 5 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,